

NOTICE OF FILING

This document was lodged electronically in the FEDERAL COURT OF AUSTRALIA (FCA) on 3/11/2020 7:38:15 PM AEDT and has been accepted for filing under the Court's Rules. Details of filing follow and important additional information about these are set out below.

Details of Filing

Document Lodged: Affidavit - Form 59 - Rule 29.02(1)
File Number: NSD714/2020
File Title: WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION (AS OWNER TRUSTEE) & ANOR v VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741 & ORS
Registry: NEW SOUTH WALES REGISTRY - FEDERAL COURT OF AUSTRALIA



Sia Lagos

Dated: 3/11/2020 7:38:18 PM AEDT

Registrar

Important Information

As required by the Court's Rules, this Notice has been inserted as the first page of the document which has been accepted for electronic filing. It is now taken to be part of that document for the purposes of the proceeding in the Court and contains important information for all parties to that proceeding. It must be included in the document served on each of those parties.

The date and time of lodgment also shown above are the date and time that the document was received by the Court. Under the Court's Rules the date of filing of the document is the day it was lodged (if that is a business day for the Registry which accepts it and the document was received by 4.30 pm local time at that Registry) or otherwise the next working day for that Registry.

**Affidavit**

Federal Court of Australia
 District Registry: New South Wales
 Division: Commercial and Corporations List

No. NSD 714 of 2020

IN THE MATTER OF VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741 & ORS

**WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION (AS OWNER TRUSTEE)
 AND ANOTHER NAMED IN SCHEDULE 1**

Applicants

**VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741 AND OTHERS
 NAMED IN SCHEDULE 2**

Respondents

Affidavit of: Orfhlaith Maria McCoy
 Address: Level 15, 1 Bligh Street, Sydney
 Occupation: Solicitor
 Date: 3 November 2020

Annexure	Document	Paragraph	Pages
A	Email from Andrew Symons to Derych Warner dated 23 October 2020 (without its attachments)	2	6
B	Email from Derych Warner to Andrew Symons dated 24 October 2020 (without its attachment)	3	32
C	Email from Andrew Symons to Derych Warner dated 2 November 2020	4	59
D	Letter from Norton Rose Fulbright to Clayton Utz dated 31 October 2020	5	97
E	Letter from Clayton Utz to Norton Rose Fulbright dated 3 November 2020	6	100
F	Applicants' application for special leave to appeal to the High Court of Australia	7	105

Filed on behalf of (name & role of party) The Respondents
 Prepared by (name of person/lawyer) Timothy James Sackar
 Law firm (if applicable) Clayton Utz
 Tel +61 2 9353 4000 Fax +61 2 8220 6700
 Email kaadams@claytonutz.com
Address for service Level 15, 1 Bligh Street, Sydney NSW 2000
 (include state and postcode)

[Version 3 form approved 02/05/2019]

I, Orfhlaith Maria McCoy, solicitor, Level 15, 1 Bligh Street, Sydney NSW 2000, affirm:

1. I am a partner of Clayton Utz solicitors and act for the Respondents in these proceedings. I make this affidavit in support of the Respondents' interlocutory process dated 26 October 2020 and filed in these proceedings.

Correspondence between Virgin and Willis

2. On 23 October 2020, Andrew Symons of the Second Respondent sent an email to Derych Warner of the Second Applicant, copying me. A copy of an email chain including that email, but omitting its attachments, is annexed to this affidavit and marked "A".
3. On 24 October 2020, Mr Warner replied to Mr Symons, copying me and attaching an excel document titled updated Records Open Items List (**ROIL**). Copies of an email chain including that email (but omitting the updated ROIL as at that date) are annexed to this affidavit and marked "B".
4. Mr Symons replied to Mr Warner on 2 November 2020, copying me and attaching a final version of the ROIL. Copies of that email and the final ROIL are annexed to this affidavit and marked "C".

Correspondence between Clayton Utz and Norton Rose Fulbright

5. On 31 October 2020, Norton Rose Fulbright sent an open letter to Clayton Utz setting out a proposal. A copy of that letter is annexed to this affidavit and marked "D".
6. Clayton Utz sent a letter in reply to Norton Rose Fulbright on 3 November 2020, setting out a counter-proposal. A copy of that letter is annexed to this affidavit and marked "E".

High Court proceedings

7. On 3 November 2020, Norton Rose Fulbright sent Clayton Utz a copy of an application for special leave to appeal the decision of the Full Court in proceedings NSD994 of 2020 to the High Court of Australia. A copy of that application is annexed to this affidavit and marked "F".

Affirming of this affidavit

8. I have not been able to affirm this affidavit in proper form at the time that I have signed it due to the measures I have taken to minimise the spread of COVID-19.
9. I have been informed by Thomas John Gardner, as the proposed witness to this affidavit, and believe, that the relaxation of formality with respect to the unsworn or unaffirmed nature of this affidavit does not diminish the need for me to satisfy myself that the contents of this affidavit are true and correct. I have satisfied myself that that is the case.

10. I will formally affirm this affidavit when circumstances allow and will file the affirmed version with the Court.

Affirmed by the deponent)
at Sydney)
in New South Wales)
on 3 November 2020)
Before me:)

.....
Signature of Orfhlaith Maria McCoy

.....
Signature of witness
Thomas John Gardner, solicitor.

SCHEDULE 1

Federal Court of Australia
District Registry: New South Wales
Division: Commercial and Corporations List

No. NSD 714 of 2020

IN THE MATTER OF VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741 & ORS

Applicants

First Applicant: Wells Fargo Trust Company, National Association (as owner trustee)

Second Applicant: Willis Lease Finance Corporation

SCHEDULE 2

Federal Court of Australia
District Registry: New South Wales
Division: Commercial and Corporations List

No. NSD 714 of 2020

IN THE MATTER OF VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741 & ORS

Respondents

First Respondent: VB Leaseco Pty Ltd (Administrators Appointed) ACN 134 268 741

Second Respondent: Virgin Australia Airlines Pty Ltd (Administrators Appointed)
ACN 090 670 965

Third Respondent Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes, in their capacity as joint and several voluntary administrators of the First and Second Respondents

Fourth Respondent Tiger Airways Australia Pty Limited (Administrators Appointed)
ACN 124 369 008

This and the following twenty-five pages are Annexure A referred to in the affidavit of Orfhlaith Maria McCoy

Affirmed on

Before me

From: Andrew Symons

Sent: Friday, 23 October 2020 6:03 PM

To: 'Derych Warner'; Darren Dunbier

Cc: Boulton, Ian ; Chan, Gordon ; Garry Failler ; Sparks, Grant ; Sal Algeri - Deloitte ; Mohammed, Mukhtader ; Steve Chirico ; Noel Rogers ; Ramazan Uzuner ; John Courtney ; Susan Jackson ; Bob Matson ; Ed O'Loughlin ; Vito Labrecque ; Brian R. Hole ; Dean Poulakidas ; Craig W. Welsh ; Tucker, Graeme ; McCoy, Orla ; Glavac, Mikhail ; Simon Andersen ; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley ; Declan Kinnane

Subject: RE: Return of WLFC assets from Virgin Australia.

External Email

Derych,

Response to your questions in **RED**.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented. **Attached for confirmation**

Preservation Fluids

1. Please confirm Preservation Fluids used

Fuel Royco 481

Oil Royco 885

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **Under normal operating circumstances we do not place a tag on the engine, we track the engine storage by adding the preservation end date to our records system (TRAX) which highlights shelf life expiry. However when Willis collects its engine we can issue a Tag to clearly identify the preservation end date.**
2. Provide TRAX Preservation Task Card (see example from 897193). **The Task Card issued for 897193 was not a Preservation Task Card, it was an additional Task card created at the time of preservation to record that the full preservation had not been performed. In this case the additional Task Card simply recorded the addition of dessicant (which was added the next day). That task card was simply created to ensure this happened. If all processes are completed at one stage the an example like that nominated does not arise, which is the case in respect of engine 888473.**
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **The task card previously provided is correct and in order. Our approved procedures do not require every box to be signed. By way of explanation, I attach 2 pages (selected at random) and note:**

WO 178521 Page 2 of 3: the 3 operations on this page were performed by 2 people namely VT015223 and VT 990058, if this is the case each box has to be signed to clearly identify who performed the work, the bottom of the page will also be signed by a LAME.

WO178521 Page 3 of 3 : the 4 operations on this page were performed by the same LAME VT015223 and only one signature, at the bottom of the page, is required to be signed in this case (hence 4 "open" boxes)

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See Above for 888473**
2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **See Above for 888473**

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**
2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

* The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review
I attach the final completed docs, confirming the preservation. These documents were only completed after the replacement engine was installed.

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**

We will upload the final preservation documents to the dataroom once they are created (when all four engines are in their titled WLFC stands and prepared for transport). Other than those, from my perspective we have given you everything.

Regards

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Friday, 16 October 2020 12:58 PM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler

<gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I was able to download and review the suite of records provided on 13 Oct. Please see the updated ROIL attached. The LLP Statuses are now closed for all engines in return. Many Thanks!!

For your convenience I have outlined my preservation findings in the email body below.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented.

Preservation Fluids

1. Please confirm Preservation Fluids used

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

* The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Tuesday, October 13, 2020 9:46 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dumbier <Darren.Dumbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

We have uploaded to the dataroom the following documents

- Corrected LLP Sheet for 894902, Non required box removed, Virgin operation signed by myself
- LLP Sheet for 896999 for its initial Tiger operation, signed by Darren Dumbier
- 896999 Final Removal Work order
- Preservation records from conclusion of flying until removal, I have included an excel summary due to the amount of records which I will now explain. The Airframes were not placed into long term storage (Prolonged storage) but “active parking”, in engine terms the engine is run every 7 days and covered up in between. From a powerplant point of view we preferred this to long term storage. This does mean multiple Maintenance logs.

This leaves the following outstanding documents for the 4 engines, which will be uploaded once 896999 & 888473 are repositioned in their Willis titled stands

- Final Non Willis QEC removal
- Placement into Engine Stand
- Installation of Exhausts (planned for last minute as hangs clear of the stand)
- Rerate documents

Regards

Andy



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>
Sent: Wednesday, 7 October 2020 3:54 AM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for providing the corrected BSI Reports. Please see an updated ROIL closing both items.

In regards to your discussion points below, see my comments in **Green**.

Best regards,

Derych Warner, Senior Manager, Customer Liaison
dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763
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From: Andrew Symons <Andrew.Symons@virginaustralia.com>
Sent: Monday, October 5, 2020 10:27 PM
To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

Hope all is good,

Looking at the Discrepancy summary Report, should be nice and easy to clear these.

1. 894902
 - a. LLP status – Minor confusion here, on my part, Have attached the Willis LLP document received with the engine which has the additional boxes, are you requesting removed the upper left boxes in addition to the upper centre box already removed, or am I missing something?

VAA has additional information housed on the status irrelevant to a Part 121 Disc Sheet. An example of this is the Engine Stand Information. Statuses generated from the WLFC engine management database contain this data for informational purposes to track our assets. It is not necessary to be included on an operator's status. For symmetry with the other engines in return, I request you sign the same format of template that has been provided for 896999, 888473, 897193. I have attached the LLP Template I require certified for your convenience. It is far more simplified than the Disc Sheet you created and easily digestible for back to birth trace

2. 896999
 - a. LLP Status – This is the engine that had a Tiger and VAA tail life, although all CAMO services were controlled by VAA, therefore I supplied LLP sheet at the end of the Virgin group operation and not a mid operation sheet.

Being that VAA and Tigerair operate under separate Air Operator's Certificates, we require an LLP Status for each entity that utilized the engine. Mr. Darren Dunbier certified an LLP Statement on Tigerair's behalf for 888473 (see attached). This is acceptable for 896999 as well. I have attached the LLP Template I require certified for your convenience.

- b. Boroscope Report – Corrected and attached

Thank You

3. 888473
 a. Boroscope Report – Corrected and attached

Thank You

Regards

Andy



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>
Sent: Friday, 2 October 2020 12:13 AM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I am following up to my previous email dated 22 Sept regarding the remaining open items for WLFC assets 888473, 894902, 896999, 897193. When can we anticipate the outstanding records will be provided via the Data Room for review?

I look forward to hearing from you

Best regards,

Derych Warner, Senior Manager, Customer Liaison
dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763
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From: Derych Warner <dwarner@willislease.com>

Sent: Tuesday, September 22, 2020 11:23 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for correcting ESN 894902 Installation/Removal History discrepancy. I have attached an updated ROIL closing many of the statements.

I respectfully request feedback on the following:

1. Confirm Preservation Fluids used
2. 888473 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003777-J installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
3. 897193 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003779-G installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
4. We were informed via email dated 18 June 2020, authored by Ian Boulton, that all WLFC assets were being appropriately stored IAW the lease. As all engines have remained dormant since March 2020, with the exception of the August repositioning flight for 894902, please supply all documentation relating to engine preservation monitoring from cease of operation (March 2020) until removal.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Monday, September 21, 2020 8:36 PM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I have completed a review of the additional documents uploaded to the Data Room and updated the ROIL to reflect the engines' current status. I appreciate your active attention as many of the discrepancies identified over the weekend were rectified.

In respect to 894902, the Install/Removal History Statement still remains erroneous. I have attached a brief summary to aid in my findings. To summarize my observations, the History Statement identifies that the engine operated **1318.09 hrs / 770 cycles**, which is in contrast to the aircraft that operated **1327.29 hrs / 777 cycles**. As the engine and aircraft should not have a variation in utilization and operate with equivalent hrs and cycles for the duration on-wing, I kindly ask you re-evaluate the History Statement and amend the discrepant information.

Please see the current ROIL, Discrepancy Summary Report, Outstanding Templates folder, and 894902 History clarification aid.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Sunday, September 20, 2020 1:53 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Derych,

I see the error, the Commercial Trace does not contain the additional cycles/hours when relocating the aircraft to Melbourne from Adelaide.

Will amend this morning

Andy



Andy Symons | Leader, Technical Assets
Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Monday, 21 September 2020 2:16 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

An automated notification was received that additional documentation was uploaded to the Data Room. I successfully downloaded the new information and conducted a thorough review of the records supplied.

Thank you for completing a portion of the lease return statement templates provided in previous correspondence. Upon completion of my review I note that a number of the required records was either absent from the Data Room or in need of amendment. Attached herein is an updated ROIL, Discrepancy Summary Report, and zip file of the outstanding templates.

I kindly request you pay special attention to my analysis of 894902 as the History Statement reflects a utilization variance between the engine and aircraft. Due to the discrepancy, this does not allow me to process the remaining records for said engine until the error is resolved.

If possible, can you please disable the function in ansarada data room that inserts a watermark on every page downloaded? The function emblazons my email address and date of download across the entire page which I would prefer not be present on all technical documentation.

If you have any questions regarding my results please feel free to contact me directly.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Thursday, September 17, 2020 7:38 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

I trust this email finds you in good health. As you may be aware, my colleague Declan Kinnane is currently on holiday and I will be your point of contact for all records-related queries on subject engines 888473, 894902, 896999, 897193 during this time.

I recently reviewed the Data Room and concluded that very little progress has been made in completing the outstanding records as detailed on the attached Open Items List. Please upload all absent records in quick succession so we can proceed with review and closure of the Part 121 documentation requirements.

Feel free to contact me directly with any questions resulting from your review of the Records Open Items List attached herein. With the draft statements previously approved, the remaining action for VAA is merely have the documentation certified.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Declan Kinnane <dkinnane@willislease.com>
Sent: Wednesday, September 2, 2020 3:29 AM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: RE: Return of WLCF assets from Virgin Australia.

Hi Andrew & Darren,

I hope that this mail finds you well.

As it has been some time since we have received any correspondence from you, could you please provide an update in relation to the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>
Sent: 12 August 2020 22:06
To: Andrew Symons <Andrew.Symons@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh

<cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

I hope that this mail finds you well.

Can you please provide an update at this time on the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: 06 August 2020 22:05

To: Declan Kinnane <dkinnane@willislease.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Declan,

Understood



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Declan Kinnane <dkinnane@willislease.com>

Sent: Friday, 7 August 2020 6:49 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

Thank you for providing the correct WO today for the replacement HMU on ESN 896999, which therefore closes this particular item.

Once documentation becomes available for the remaining open items listed on the attached file, please forward onto me for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>
Sent: 04 August 2020 21:52
To: Andrew Symons <Andrew.Symons@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: Re: Return of WLFC assets from Virgin Australia.

Thanks Andrew.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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On 4 Aug 2020, at 21:35, Andrew Symons <Andrew.Symons@virginaustralia.com> wrote:

Declan, Darren, Ian,

Will check out the work order

Regards

Andy

Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Wednesday, 5 August 2020 6:06 AM
To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren & Ian,

Thank you for providing the release certificate today for the replacement HMU [Hydromechanical Unit] that is currently installed on ESN 896999.

I can confirm that this certificate is acceptable to WLFC, but in order for us to be in a position to close this item for this redelivery, we require a copy of the Installation WO referencing HMU S/N [BECW0406](#) being installed onto ESN 896999. Please note that the Installation WO that you've uploaded to your data room today is not applicable to ESN 896999.

Also, once signed redelivery statements and status's become available for WLFC review, can you please let me know at your earliest convenience.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>
Sent: 27 July 2020 11:04
To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsch@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Ian,

Thank you for your recent mail.

Please refer to my below comments in red to your queries.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Boulton, Ian <iboulton@deloitte.com.au>

Sent: 27 July 2020 09:57

To: Declan Kinnane <dkinnane@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsch@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley

<shelley.merenda@nortonrosefulbright.com>

Subject: RE:Return of WLFC assets from Virgin Australia.

Good evening Declan

With respect to the open items in your ROILs:

- The LLP status for all engines has been provided to Willis, in your template, previously via the data room on 15 July 2020, in addition to the Disc Sheets supplied via the data room on 8 July 2020; **(Please return signed copies of the LLP status templates provided for each ESN, as the documents that you have uploaded to your data room are not acceptable without operator signatures)**
- The data for the AD status documents were previously provided via the Detailed Print document on 8 July 2020 via the data room. Based on your updated request of 9 July 2020, Virgin are presently working to have the AD Status documents put into the template provided by Willis which is deemed 'acceptable' to Willis, in addition to the Detail Print; **(We will standby for you to provide signed copies of the AD status templates for each ESN)**
- We had been advised by Virgin Engineering that Component Replaced Certificates are unable to be provided for all four engines as components have not been replaced. The Defect Reports and Maintenance Logs provided via the data room on 8 July 2020 should evidence this, however, Virgin Engineering is investigating again whether any components were replaced. With respect to ESN896999, Virgin Engineering is investigating the replacement of the Height Measurement Unit referenced by Willis in the ROIL for that engine provided 10 July 2020, and will provide the requested certificates and WOs; **(Please provide a 'dual release' certificate(EASA_FAA cert) and Installation WO for the replaced HMU[Hydromechanical Unit] P/N 1853M56P14 S/N BECW0406 which was installed on ESN 896999 by VAA during the lease period)**
- Virgin Engineering are reviewing the AMO statement template provided by Willis as a subsequent addition on 9 July 2020 and will provide this, without signature for the reasons set out in the Algeri Affidavit, once reviewed. **(As previously stated, a VAA,TGG signature is required on any redelivery statement or status for all ESN's. The redelivery statements that you have provided so far are without the appropriate signatures, and are therefore not acceptable to WLFC in this format)**

I expect to be in a position to provide the above by the middle of this week. The remaining open documents cannot be provided until the engines have been removed. **(WLFC will standby for you to provide documentation for the remaining open items detailed on the attached open items listing)**

Could you please confirm that my understanding of the state of the records as explained is correct? If it is not, please notify me so I can revert to Virgin or our legal advisors as required. **(The current status of the technical records is clearly referenced on the attached ROIL (Open items listing) document. Also, as previously highlighted to you & VAA, that any item that you see with a status of 'Finding', 'Pending', or 'Open' requires your attention and action. The below instruction table is also referenced on the attached ROIL document for your convenience)**

The requests for GE for the ECM health reports fall into the same category as the AMO statement template in that provision of those is a matter to be determined following the outcome of the proceedings brought by Willis. **(The GE ECM health redelivery report requirement is clearly outlined within the terms of the lease agreement for all ESN's. Please return signed copies of the request forms that I previously sent to VAA at your earliest convenience)**

Regards

Ian Boulton.

D: (07) 3308 1428 | M: 0412 166 914

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Monday, 27 July 2020 2:29 AM
To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

At your earliest convenience, can you please provide an update on the remaining open items listed on the attached file?

Also, as VAA have provided acceptable ECM data for all four ESN's, we are therefore now in a position to apply for the OEM to generate an ECM health report as outlined within the terms of the lease agreement.

The attached request forms need to be signed by the relevant operator (VAA, TGG) for each ESN. Upon receiving the signed forms from you, WLFC will forward them to our GE representative which will authorise GE to access your engine operational performance data & web-based engine diagnostics for generating the ECM health report.

If you have any questions on the above, please do let me know.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>
Sent: 17 July 2020 11:22
To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon

<gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

Please refer to the attached updated open items list after our review of the latest batch of ECM data that you provided today. This particular item is therefore closed for all four ESN's.

At your earliest convenience could you please provide an update on the signed redelivery statements & status's, as they have yet to be uploaded to your data room for review?

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 16 July 2020 11:01

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

I hope that this mail finds you well.

Firstly, I would like to thank you and the VAA technical team for your assistance so far in gathering the technical records for our assets that are currently on lease with you.

As you can see from the attached open items listing, we have still quite a lot of items that require your attention and action at this time.

It has also come to our attention that you are currently obtaining signing authority on behalf of Tigerair and VAA for the redelivery statements and status's which are detailed on the attached file. I'm sure you have already seen my previous correspondence where I provided you with statement & status templates for your signature, but I have reattached the subject email again for your convenience.

Also, thank you for the additional ECM data that you provided today for ESN 888473 which is currently under review. We will standby for further notifications of any additional records uploaded to your data room.

Please do let me know if you have any questions at this time.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 13 July 2020 09:55

To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <boulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers

<nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney

<jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner

<dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin

<eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole

<bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh

<cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla

<omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen

<Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for your recent mail.

We will be in touch with you shortly to address the points that you have made on your latest correspondence.

In the meantime when any additional technical documentation becomes available, please do let me know when it has been uploaded to your secured data room for review.

We appreciate your continued support with the records open items list.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Chan, Gordon <gordchan@deloitte.com.au>

Sent: 13 July 2020 06:57

To: Declan Kinnane <dkinnane@willislease.com>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers

<nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney

<jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner

<dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin

<eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole

<bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh

<cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla

<omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen

<Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE:Return of WLFC assets from Virgin Australia.

Good afternoon Declan

Thank you for the below information.

Your email has highlighted a potential misunderstanding – the provision of information to you in response to your requests, will not be, and under Australian law as it presently stands is not required to be, in accordance with the redelivery conditions contained in the relevant lease document(s).

We have undertaken our best endeavours to provide you with your requested information as a gesture of goodwill. However, signed/certified documents are outside of the limit of what the Administrators are willing or legally obliged to provide at the present time.

In addition, we are happy to offer our assistance to arrange for engine shop inspections, however it will be at your request and at your cost.

Our offer remains open to arrange for a call to agree a way forward.

We appreciate your understanding of the above, and will come back to you with the balance of information requested shortly.

Regards

Gordon

Gordon Chan

Director | Restructuring Services
 Deloitte Financial Advisory
 Eclipse Tower, 60 Station Street, Parramatta NSW 2150
 D: +61 2 9840 7983 | M: +61 416 296 607
gordchan@deloitte.com.au | www.deloitte.com.au

Please consider the environment before printing.

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Friday, 10 July 2020 6:18 PM
To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for the below update. We will standby for your team to gather the required documentation for the remaining open items.

Also, in relation to your comment below on the operators "TRAX" system issue. We have already assisted you in providing you with LLP status templates for the relevant operator to sign. These templates already include mixed model remaining cycle calculations, historical thrust rating usage & tracking of the LPT case.

Regardless of whether the operators system is not tracking each relevant thrust rating or any particular LLP appropriately, one of the redelivery conditions is that the operator must provide a signed LLP status including all of the items discussed above.

Please refer to the attached email which includes the templates for signature.

Please do let me know once any additional paperwork has been uploaded to your secured data room for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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Gardner, Tom

From: Derych Warner <dwarner@willislease.com>
Sent: Saturday, 24 October 2020 2:10 AM
To: Andrew Symons; Darren Dunbier
Cc: Boulton, Ian; Chan, Gordon; Garry Failler; Sparks, Grant; Sal Algeri - Deloitte; Mohammed, Mukhtader; Steve Chirico; Noel Rogers; Ramazan Uzuner; John Courtney; Susan Jackson; Bob Matson; Ed O'Loughlin; Vito Labrecque; Brian R. Hole; Dean Poulakidas; Craig W. Welsh; Tucker, Graeme; McCoy, Orla; Glavac, Mikhail; Simon Andersen; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley; Declan Kinnane
Subject: RE: Return of WLFC assets from Virgin Australia.
Attachments: WLFC RECORDS OPEN ITEMS list for ESN's 888473, 894902, 896999, 897193 rev8.xlsx

External Email

This and the following twenty-six pages are Annexure B referred to in the affidavit of Orfhlaith Maria McCoy

Affirmed on _____

Before me _____

Dear Andrew,

Thank you for the additional documentation and explanations below. Please see an updated ROIL isolating the outstanding technical records.

Have a pleasant weekend.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Friday, October 23, 2020 12:03 AM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson

<bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

Response to your questions in **RED**.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented. **Attached for confirmation**

Preservation Fluids

1. Please confirm Preservation Fluids used

Fuel Royco 481

Oil Royco 885

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **Under normal operating circumstances we do not place a tag on the engine, we track the engine storage by adding the preservation end date to our records system (TRAX) which highlights shelf life expiry. However when Willis collects its engine we can issue a Tag to clearly identify the preservation end date.**

2. Provide TRAX Preservation Task Card (see example from 897193). **The Task Card issued for 897193 was not a Preservation Task Card, it was an additional Task card created at the time of preservation to record that the full preservation had not been performed. In this case the additional Task Card simply recorded the addition of dessicant (which was added the next day). That task card was simply created to ensure this happened. If all processes are completed at one stage the an example like that nominated does not arise, which is the case in respect of engine 888473.**

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **The task card previously provided is correct and in order. Our approved procedures do not require every box to be signed. By way of explanation, I attach 2 pages (selected at random) and note:**

WO 178521 Page 2 of 3: the 3 operations on this page were performed by 2 people namely VT015223 and VT 990058, if this is the case each box has to be signed to clearly identify who performed the work, the bottom of the page will also be signed by a LAME.

WO178521 Page 3 of 3 : the 4 operations on this page were performed by the same LAME VT015223 and only one signature, at the bottom of the page, is required to be signed in this case (hence 4 "open" boxes)

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See Above for 888473**

2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **See Above for 888473**

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**

2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

* The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review
I attach the final completed docs, confirming the preservation. These documents were only completed after the replacement engine was installed.

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**

We will upload the final preservation documents to the dataroom once they are created (when all four engines are in their titled WLFC stands and prepared for transport). Other than those, from my perspective we have given you everything.

Regards

Andy



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>
Sent: Friday, 16 October 2020 12:58 PM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I was able to download and review the suite of records provided on 13 Oct. Please see the updated ROIL attached. The LLP Statuses are now closed for all engines in return. Many Thanks!!

For your convenience I have outlined my preservation findings in the email body below.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented.

Preservation Fluids

1. Please confirm Preservation Fluids used

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
 2. Provide TRAX Preservation Task Card (see example from 897193).
 3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

* The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>
Sent: Tuesday, October 13, 2020 9:46 PM
To: Derych Warner <dwarner@willislease.com>; Darren Dumbier <Darren.Dumbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

We have uploaded to the dataroom the following documents

- Corrected LLP Sheet for 894902, Non required box removed, Virgin operation signed by myself
- LLP Sheet for 896999 for its initial Tiger operation, signed by Darren Dumbier
- 896999 Final Removal Work order
- Preservation records from conclusion of flying until removal, I have included an excel summary due to the amount of records which I will now explain. The Airframes were not placed into long term storage (Prolonged storage) but "active parking", in engine terms the engine is run every 7 days and covered up in between. From a powerplant point of view we preferred this to long term storage. This does mean multiple Maintenance logs.

This leaves the following outstanding documents for the 4 engines, which will be uploaded once 896999 & 888473 are repositioned in their Willis titled stands

- Final Non Willis QEC removal
- Placement into Engine Stand
- Installation of Exhausts (planned for last minute as hangs clear of the stand)
- Rerate documents

Regards

Andy



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Wednesday, 7 October 2020 3:54 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for providing the corrected BSI Reports. Please see an updated ROIL closing both items.

In regards to your discussion points below, see my comments in **Green**.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Monday, October 5, 2020 10:27 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme

<gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

Hope all is good,

Looking at the Discrepancy summary Report, should be nice and easy to clear these.

1. 894902
 - a. LLP status – Minor confusion here, on my part, Have attached the Willis LLP document received with the engine which has the additional boxes, are you requesting removed the upper left boxes in addition to the upper centre box already removed, or am I missing something?

VAA has additional information housed on the status irrelevant to a Part 121 Disc Sheet. An example of this is the Engine Stand Information. Statuses generated from the WLFC engine management database contain this data for informational purposes to track our assets. It is not necessary to be included on an operator's status. For symmetry with the other engines in return, I request you sign the same format of template that has been provided for 896999, 888473, 897193. I have attached the LLP Template I require certified for your convenience. It is far more simplified than the Disc Sheet you created and easily digestible for back to birth trace

2. 896999
 - a. LLP Status – This is the engine that had a Tiger and VAA tail life, although all CAMO services were controlled by VAA, therefore I supplied LLP sheet at the end of the Virgin group operation and not a mid operation sheet.

Being that VAA and Tigerair operate under separate Air Operator's Certificates, we require an LLP Status for each entity that utilized the engine. Mr. Darren Dunbier certified an LLP Statement on Tigerair's behalf for 888473 (see attached). This is acceptable for 896999 as well. I have attached the LLP Template I require certified for your convenience.

- b. Boroscope Report – Corrected and attached

Thank You

3. 888473
 - a. Boroscope Report – Corrected and attached

Thank You

Regards

Andy



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Friday, 2 October 2020 12:13 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I am following up to my previous email dated 22 Sept regarding the remaining open items for WLFC assets 888473, 894902, 896999, 897193. When can we anticipate the outstanding records will be provided via the Data Room for review?

I look forward to hearing from you

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Tuesday, September 22, 2020 11:23 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico

<schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for correcting ESN 894902 Installation/Removal History discrepancy. I have attached an updated ROIL closing many of the statements.

I respectfully request feedback on the following:

1. Confirm Preservation Fluids used
2. 888473 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003777-J installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
3. 897193 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003779-G installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
4. We were informed via email dated 18 June 2020, authored by Ian Boulton, that all WLFC assets were being appropriately stored IAW the lease. As all engines have remained dormant since March 2020, with the exception of the August repositioning flight for 894902, please supply all documentation relating to engine preservation monitoring from cease of operation (March 2020) until removal.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Monday, September 21, 2020 8:36 PM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I have completed a review of the additional documents uploaded to the Data Room and updated the ROIL to reflect the engines' current status. I appreciate your active attention as many of the discrepancies identified over the weekend were rectified.

In respect to 894902, the Install/Removal History Statement still remains erroneous. I have attached a brief summary to aid in my findings. To summarize my observations, the History Statement identifies that the engine operated **1318.09 hrs / 770 cycles**, which is in contrast to the aircraft that operated **1327.29 hrs / 777 cycles**. As the engine and aircraft should not have a variation in utilization and operate with equivalent hrs and cycles for the duration on-wing, I kindly ask you re-evaluate the History Statement and amend the discrepant information.

Please see the current ROIL, Discrepancy Summary Report, Outstanding Templates folder, and 894902 History clarification aid.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Sunday, September 20, 2020 1:53 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler

<gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Derych,

I see the error, the Commercial Trace does not contain the additional cycles/hours when relocating the aircraft to Melbourne from Adelaide.

Will amend this morning

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Monday, 21 September 2020 2:16 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

An automated notification was received that additional documentation was uploaded to the Data Room. I successfully downloaded the new information and conducted a thorough review of the records supplied.

Thank you for completing a portion of the lease return statement templates provided in previous correspondence. Upon completion of my review I note that a number of the required records was either absent from the Data Room or in need of amendment. Attached herein is an updated ROIL, Discrepancy Summary Report, and zip file of the outstanding templates.

I kindly request you pay special attention to my analysis of 894902 as the History Statement reflects a utilization variance between the engine and aircraft. Due to the discrepancy, this does not allow me to process the remaining records for said engine until the error is resolved.

If possible, can you please disable the function in ansarada data room that inserts a watermark on every page downloaded? The function emblazons my email address and date of download across the entire page which I would prefer not be present on all technical documentation.

If you have any questions regarding my results please feel free to contact me directly.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Thursday, September 17, 2020 7:38 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

I trust this email finds you in good health. As you may be aware, my colleague Declan Kinnane is currently on holiday and I will be your point of contact for all records-related queries on subject engines 888473, 894902, 896999, 897193 during this time.

I recently reviewed the Data Room and concluded that very little progress has been made in completing the outstanding records as detailed on the attached Open Items List. Please upload all absent records in quick succession so we can proceed with review and closure of the Part 121 documentation requirements.

Feel free to contact me directly with any questions resulting from your review of the Records Open Items List attached herein. With the draft statements previously approved, the remaining action for VAA is merely have the documentation certified.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: Wednesday, September 2, 2020 3:29 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew & Darren,

I hope that this mail finds you well.

As it has been some time since we have received any correspondence from you, could you please provide an update in relation to the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 12 August 2020 22:06

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

I hope that this mail finds you well.

Can you please provide an update at this time on the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: 06 August 2020 22:05

To: Declan Kinnane <dkinnane@willislease.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Declan,

Understood



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Declan Kinnane <dkinnane@willislease.com>

Sent: Friday, 7 August 2020 6:49 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner

<dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

Thank you for providing the correct WO today for the replacement HMU on ESN 896999, which therefore closes this particular item.

Once documentation becomes available for the remaining open items listed on the attached file, please forward onto me for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 04 August 2020 21:52

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: Re: Return of WLFC assets from Virgin Australia.

Thanks Andrew.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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On 4 Aug 2020, at 21:35, Andrew Symons <Andrew.Symons@virginaustralia.com> wrote:

Declan, Darren, Ian,

Will check out the work order

Regards

Andy

<image001.gif>

Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Declan Kinnane <dkinnane@willislease.com>

Sent: Wednesday, 5 August 2020 6:06 AM

To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler

<gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>;

Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico

<schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner

<ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson

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<dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme

<gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail

<mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew

Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com;

noel.mccoy@nortonrosefulbright.com; Merenda, Shelley

<shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren & Ian,

Thank you for providing the release certificate today for the replacement HMU [Hydromechanical Unit] that is currently installed on ESN 896999.

I can confirm that this certificate is acceptable to WLFC, but in order for us to be in a position to close this item for this redelivery, we require a copy of the Installation WO referencing HMU S/N BECW0406 being installed onto ESN 896999. Please note that the Installation WO that you've uploaded to your data room today is not applicable to ESN 896999.

Also, once signed redelivery statements and status's become available for WLFC review, can you please let me know at your earliest convenience.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 27 July 2020 11:04

To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Ian,

Thank you for your recent mail.

Please refer to my below comments in red to your queries.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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<image002.jpg>

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From: Boulton, Ian <iboulton@deloitte.com.au>

Sent: 27 July 2020 09:57

To: Declan Kinnane <dkinnane@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE:Return of WLFC assets from Virgin Australia.

Good evening Declan

With respect to the open items in your ROILs:

- The LLP status for all engines has been provided to Willis, in your template, previously via the data room on 15 July 2020, in addition to the Disc Sheets supplied via the data room on 8 July 2020; (Please return **signed copies** of the LLP status templates provided for each ESN, as the documents that you have uploaded to your data room are **not acceptable without operator signatures**)
- The data for the AD status documents were previously provided via the Detailed Print document on 8 July 2020 via the data room. Based on your updated request of 9 July 2020, Virgin are presently working to have the AD Status documents put into the template provided by Willis which is deemed 'acceptable' to Willis, in addition to the Detail Print; (**We will standby for you to provide signed copies of the AD status templates for each ESN**)
- We had been advised by Virgin Engineering that Component Replaced Certificates are unable to be provided for all four engines as components have not been replaced. The Defect Reports and Maintenance Logs provided via the data room on 8 July 2020 should evidence this, however, Virgin Engineering is investigating again whether any components were replaced. With respect to ESN896999, Virgin Engineering is investigating the

replacement of the Height Measurement Unit referenced by Willis in the ROIL for that engine provided 10 July 2020, and will provide the requested certificates and WOs; (Please provide a 'dual release' certificate(EASA_FAA cert) and Installation WO for the replaced HMU[Hydromechanical Unit] P/N 1853M56P14 S/N BECW0406 which was installed on ESN 896999 by VAA during the lease period)

- Virgin Engineering are reviewing the AMO statement template provided by Willis as a subsequent addition on 9 July 2020 and will provide this, without signature for the reasons set out in the Algeri Affidavit, once reviewed. (As previously stated, a VAA,TGG signature is required on any redelivery statement or status for all ESN's. The redelivery statements that you have provided so far are without the appropriate signatures, and are therefore not acceptable to WLFC in this format)

I expect to be in a position to provide the above by the middle of this week. The remaining open documents cannot be provided until the engines have been removed. (WLFC will standby for you to provide documentation for the remaining open items detailed on the attached open items listing)

Could you please confirm that my understanding of the state of the records as explained is correct? If it is not, please notify me so I can revert to Virgin or our legal advisors as required. (The current status of the technical records is clearly referenced on the attached ROIL (Open items listing) document. Also, as previously highlighted to you & VAA, that any item that you see with a status of 'Finding', 'Pending', or 'Open' requires your attention and action. The below instruction table is also referenced on the attached ROIL document for your convenience)

<image004.jpg>

The requests for GE for the ECM health reports fall into the same category as the AMO statement template in that provision of those is a matter to be determined following the outcome of the proceedings brought by Willis.(The GE ECM health redelivery report requirement is clearly outlined within the terms of the lease agreement for all ESN's. Please return signed copies of the request forms that I previously sent to VAA at your earliest convenience)

Regards

Ian Boulton.

D: (07) 3308 1428 | M: 0412 166 914

<image005.png>

From: Declan Kinnane <dkinnane@willislease.com>

Sent: Monday, 27 July 2020 2:29 AM

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

At your earliest convenience, can you please provide an update on the remaining open items listed on the attached file?

Also, as VAA have provided acceptable ECM data for all four ESN's, we are therefore now in a position to apply for the OEM to generate an ECM health report as outlined within the terms of the lease agreement.

The attached request forms need to be signed by the relevant operator (VAA, TGG) for each ESN. Upon receiving the signed forms from you, WLFC will forward them to our GE representative which will authorise GE to access your engine operational performance data & web-based engine diagnostics for generating the ECM health report.

If you have any questions on the above, please do let me know.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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<image002.jpg>

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 17 July 2020 11:22

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

Please refer to the attached updated open items list after our review of the latest batch of ECM data that you provided today. This particular item is therefore closed for all four ESN's.

At your earliest convenience could you please provide an update on the signed redelivery statements & status's, as they have yet to be uploaded to your data room for review?

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 16 July 2020 11:01

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

I hope that this mail finds you well.

Firstly, I would like to thank you and the VAA technical team for your assistance so far in gathering the technical records for our assets that are currently on lease with you.

As you can see from the attached open items listing, we have still quite a lot of items that require your attention and action at this time.

It has also come to our attention that you are currently obtaining signing authority on behalf of Tigerair and VAA for the redelivery statements and status's which are detailed on the attached file. I'm sure you have already seen my previous correspondence where I provided you with statement & status templates for your signature, but I have reattached the subject email again for your convenience.

Also, thank you for the additional ECM data that you provided today for ESN 888473 which is currently under review. We will standby for further notifications of any additional records uploaded to your data room.

Please do let me know if you have any questions at this time.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 13 July 2020 09:55

To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers

<nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney

<jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner

<dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin

<eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole

<bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh

<cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla

<omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen

<Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for your recent mail.

We will be in touch with you shortly to address the points that you have made on your latest correspondence.

In the meantime when any additional technical documentation becomes available, please do let me know when it has been uploaded to your secured data room for review.

We appreciate your continued support with the records open items list.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Chan, Gordon <gordchan@deloitte.com.au>
Sent: 13 July 2020 06:57
To: Declan Kinnane <dkinnane@willislease.com>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: RE:Return of WLFC assets from Virgin Australia.

Good afternoon Declan

Thank you for the below information.

Your email has highlighted a potential misunderstanding – the provision of information to you in response to your requests, will not be, and under Australian law as it presently stands is not required to be, in accordance with the redelivery conditions contained in the relevant lease document(s).

We have undertaken our best endeavours to provide you with your requested information as a gesture of goodwill. However, signed/certified documents are outside of the limit of what the Administrators are willing or legally obliged to provide at the present time.

In addition, we are happy to offer our assistance to arrange for engine shop inspections, however it will be at your request and at your cost.

Our offer remains open to arrange for a call to agree a way forward.

We appreciate your understanding of the above, and will come back to you with the balance of information requested shortly.

Regards

Gordon

Gordon Chan
Director | Restructuring Services
Deloitte Financial Advisory
Eclipse Tower, 60 Station Street, Parramatta NSW 2150
D: +61 2 9840 7983 | M: +61 416 296 607
gordchan@deloitte.com.au | www.deloitte.com.au

<image005.png>

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Friday, 10 July 2020 6:18 PM
To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <boulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for the below update. We will standby for your team to gather the required documentation for the remaining open items.

Also, in relation to your comment below on the operators "TRAX" system issue. We have already assisted you in providing you with LLP status templates for the relevant operator to sign. These templates already include mixed model remaining cycle calculations, historical thrust rating usage & tracking of the LPT case.

Regardless of whether the operators system is not tracking each relevant thrust rating or any particular LLP appropriately, one of the redelivery conditions is that the operator must provide a signed LLP status including all of the items discussed above.

Please refer to the attached email which includes the templates for signature.

Please do let me know once any additional paperwork has been uploaded to your secured data room for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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Gardner, Tom

From: Andrew Symons <Andrew.Symons@virginaustralia.com>
Sent: Monday, 2 November 2020 6:24 PM
To: 'Derych Warner'; Darren Dunbier
Cc: Boulton, Ian; Chan, Gordon; Garry Failler; Sparks, Grant; Sal Algeri - Deloitte; Mohammed, Mukhtader; Steve Chirico; Noel Rogers; Ramazan Uzuner; John Courtney; Susan Jackson; Bob Matson; Ed O'Loughlin; Vito Labrecque; Brian R. Hole; Dean Poulakidas; Craig W. Welsh; Tucker, Graeme; McCoy, Orla; Glavac, Mikhail; Simon Andersen; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley; Declan Kinnane
Subject: RE: Return of WLFC assets from Virgin Australia.
Attachments: WLFC RECORDS OPEN ITEMS list for ESN's 888473 894902 896999 897193 rev8 AS.xlsx

This and the following thirty-seven pages are Annexure C referred to in the affidavit of Orfhlaith Maria McCoy

External Email

Affirmed on

Before me

Derych

I mentioned below that we would upload the final preservation documents to the dataroom once they are created (when all four engines are in their titled WLFC stands and prepared for transport). All of the engines have been preserved and bagged in MVP bags, ready for transport. Each of the engines has a note on the outside of the bag and on the engine clearly stating when preservation runs out. It is not an official Virgin preservation label as no such label exists. Preservation dates are tracked in our records system, to which you have access.

Please see **attached** the final version of the ROIL with the open items identified on the version you attached to your email below, now closed off. The final preservation documents are in the dataroom and available for you to download.

Regards

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Saturday, 24 October 2020 1:10 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque

<vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for the additional documentation and explanations below. Please see an updated ROIL isolating the outstanding technical records.

Have a pleasant weekend.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Friday, October 23, 2020 12:03 AM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

Response to your questions in **RED**.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented. **Attached for confirmation**

Preservation Fluids

1. Please confirm Preservation Fluids used

Fuel Royco 481

Oil Royco 885

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **Under normal operating circumstances we do not place a tag on the engine, we track the engine storage by adding the preservation end date to our records system (TRAX) which highlights shelf life expiry. However when Willis collects its engine we can issue a Tag to clearly identify the preservation end date.**

2. Provide TRAX Preservation Task Card (see example from 897193). **The Task Card issued for 897193 was not a Preservation Task Card, it was an additional Task card created at the time of preservation to record that the full preservation had not been performed. In this case the additional Task Card simply recorded the addition of dessicant (which was added the next day). That task card was simply created to ensure this happened. If all processes are completed at one stage the an example like that nominated does not arise, which is the case in respect of engine 888473.**

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **The task card previously provided is correct and in order. Our approved procedures do not require every box to be signed. By way of explanation, I attach 2 pages (selected at random) and note:**

WO 178521 Page 2 of 3: the 3 operations on this page were performed by 2 people namely VT015223 and VT 990058, if this is the case each box has to be signed to clearly identify who performed the work, the bottom of the page will also be signed by a LAME.

WO178521 Page 3 of 3 : the 4 operations on this page were performed by the same LAME VT015223 and only one signature, at the bottom of the page, is required to be signed in this case (hence 4 "open" boxes)

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See Above for 888473**

2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached). **See Above for 888473**

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**

2. Provide TRAX Preservation Task Card (see example from 897193). **Does not exist, preservation effected in one stage**

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

*** The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review**

I attach the final completed docs, confirming the preservation. These documents were only completed after the replacement engine was installed.

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine. **See above for 888473**

We will upload the final preservation documents to the dataroom once they are created (when all four engines are in their titled WLFC stands and prepared for transport). Other than those, from my perspective we have given you everything.

Regards

Andy



Andy Symons | Leader, Technical Assets
Virgin Australia Airlines
T 07 3622 5741 M 0457 561 257
E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>
Sent: Friday, 16 October 2020 12:58 PM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I was able to download and review the suite of records provided on 13 Oct. Please see the updated ROIL attached. The LLP Statuses are now closed for all engines in return. Many Thanks!!

For your convenience I have outlined my preservation findings in the email body below.

7 Day Service & Protection Check

1. In some instances Task card VB10-12-0022-REPT-7 is annotated in lieu of AMM 10-11-07-580-801. Please provide generic Task card VB10-12-0022-REPT-7 so we can confirm the actions represented.

Preservation Fluids

1. Please confirm Preservation Fluids used

888473 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
2. Provide TRAX Preservation Task Card (see example from 897193).

3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

894902 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
2. Provide TRAX Preservation Task Card (see example from 897193).
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard (see attached).

896999 (Removal/Long Term Preservation Task Card)

1. Provide photo of Preservation Tag affixed to the engine.
2. Provide TRAX Preservation Task Card (see example from 897193).
3. Multiples items were not signed/stamped by the LAME on the engine change/preservation Taskcard nor was the Certification of Completion certified. Since this document is used to identify date of engine removal and preservation, please provide completed Taskcard.

* The Engine Removal workcard does not identify preservation being performed (see attached). Please ensure the engine undergoes long term preservation and paperwork is provided for review

897193 (Long Term Preservation)

1. Provide photo of Preservation Tag affixed to the engine.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Tuesday, October 13, 2020 9:46 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>;

Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

We have uploaded to the dataroom the following documents

- Corrected LLP Sheet for 894902, Non required box removed, Virgin operation signed by myself
- LLP Sheet for 896999 for its initial Tiger operation, signed by Darren Dumbier
- 896999 Final Removal Work order
- Preservation records from conclusion of flying until removal, I have included an excel summary due to the amount of records which I will now explain. The Airframes were not placed into long term storage (Prolonged storage) but "active parking", in engine terms the engine is run every 7 days and covered up in between. From a powerplant point of view we preferred this to long term storage. This does mean multiple Maintenance logs.

This leaves the following outstanding documents for the 4 engines, which will be uploaded once 896999 & 888473 are repositioned in their Willis titled stands

- Final Non Willis QEC removal
- Placement into Engine Stand
- Installation of Exhausts (planned for last minute as hangs clear of the stand)
- Rerate documents

Regards

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Wednesday, 7 October 2020 3:54 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dumbier <Darren.Dumbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>;

Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for providing the corrected BSI Reports. Please see an updated ROIL closing both items.

In regards to your discussion points below, see my comments in **Green**.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Monday, October 5, 2020 10:27 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>;

John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>;

Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: [EXTERNAL] RE: Return of WLFC assets from Virgin Australia.

Derych,

Hope all is good,

Looking at the Discrepancy summary Report, should be nice and easy to clear these.

1. 894902

- a. LLP status – Minor confusion here, on my part, Have attached the Willis LLP document received with the engine which has the additional boxes, are you requesting removed the upper left boxes in addition to the upper centre box already removed, or am I missing something?

VAA has additional information housed on the status irrelevant to a Part 121 Disc Sheet. An example of this is the Engine Stand Information. Statuses generated from the WLFC engine management database contain this data for informational purposes to track our assets. It is not necessary to be included on an operator's status. For symmetry with the other engines in return, I request you sign the same format of template that has been provided for 896999, 888473, 897193. I have attached the LLP Template I require certified for your convenience. It is far more simplified than the Disc Sheet you created and easily digestible for back to birth trace

2. 896999

- a. LLP Status – This is the engine that had a Tiger and VAA tail life, although all CAMO services were controlled by VAA, therefore I supplied LLP sheet at the end of the Virgin group operation and not a mid operation sheet.

Being that VAA and Tigerair operate under separate Air Operator's Certificates, we require an LLP Status for each entity that utilized the engine. Mr. Darren Dunbier certified an LLP Statement on Tigerair's behalf for 888473 (see attached). This is acceptable for 896999 as well. I have attached the LLP Template I require certified for your convenience.

- b. Boroscope Report – Corrected and attached

Thank You

3. 888473

- a. Boroscope Report – Corrected and attached

Thank You

Regards

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Friday, 2 October 2020 12:13 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas

<dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I am following up to my previous email dated 22 Sept regarding the remaining open items for WLFC assets 888473, 894902, 896999, 897193. When can we anticipate the outstanding records will be provided via the Data Room for review?

I look forward to hearing from you

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Tuesday, September 22, 2020 11:23 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

Thank you for correcting ESN 894902 Installation/Removal History discrepancy. I have attached an updated ROIL closing many of the statements.

I respectfully request feedback on the following:

1. Confirm Preservation Fluids used
2. 888473 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003777-J installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
3. 897193 was leased in 7B24 configuration with ID Plug P/N 390-660-301-0 S/N PB003779-G installed. WLFC require the engine returned in the same configuration as that of lease commencement. Has the WLFC-supplied ID Plug been located?
4. We were informed via email dated 18 June 2020, authored by Ian Boulton, that all WLFC assets were being appropriately stored IAW the lease. As all engines have remained dormant since March 2020, with the exception of the August repositioning flight for 894902, please supply all documentation relating to engine preservation monitoring from cease of operation (March 2020) until removal.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Monday, September 21, 2020 8:36 PM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler

<gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte

<saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico

<schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>;

John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson

<bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque

<vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas

<dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme

<gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>;

Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com;

noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan

Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew,

I have completed a review of the additional documents uploaded to the Data Room and updated the ROIL to reflect the engines' current status. I appreciate your active attention as many of the discrepancies identified over the weekend were rectified.

In respect to 894902, the Install/Removal History Statement still remains erroneous. I have attached a brief summary to aid in my findings. To summarize my observations, the History Statement identifies that the engine operated **1318.09 hrs / 770 cycles**, which is in contrast to the aircraft that operated **1327.29 hrs / 777 cycles**. As the engine and aircraft should not have a variation in utilization and operate with equivalent hrs and cycles for the duration on-wing, I kindly ask you re-evaluate the History Statement and amend the discrepant information.

Please see the current ROIL, Discrepancy Summary Report, Outstanding Templates folder, and 894902 History clarification aid.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>

Sent: Sunday, September 20, 2020 1:53 PM

To: Derych Warner <dwarner@willislease.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Derych,

I see the error, the Commercial Trace does not contain the additional cycles/hours when relocating the aircraft to Melbourne from Adelaide.

Will amend this morning

Andy



Andy Symons | Leader, Technical Assets

Virgin Australia Airlines

T 07 3622 5741 M 0457 561 257

E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Derych Warner <dwarner@willislease.com>

Sent: Monday, 21 September 2020 2:16 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <dkinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

An automated notification was received that additional documentation was uploaded to the Data Room. I successfully downloaded the new information and conducted a thorough review of the records supplied.

Thank you for completing a portion of the lease return statement templates provided in previous correspondence. Upon completion of my review I note that a number of the required records was either absent from the Data Room or in need of amendment. Attached herein is an updated ROIL, Discrepancy Summary Report, and zip file of the outstanding templates.

I kindly request you pay special attention to my analysis of 894902 as the History Statement reflects a utilization variance between the engine and aircraft. Due to the discrepancy, this does not allow me to process the remaining records for said engine until the error is resolved.

If possible, can you please disable the function in ansarada data room that inserts a watermark on every page downloaded? The function emblazons my email address and date of download across the entire page which I would prefer not be present on all technical documentation.

If you have any questions regarding my results please feel free to contact me directly.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Derych Warner <dwarner@willislease.com>

Sent: Thursday, September 17, 2020 7:38 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>; Declan Kinnane <DKinnane@willislease.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Dear Andrew & Darren,

I trust this email finds you in good health. As you may be aware, my colleague Declan Kinnane is currently on holiday and I will be your point of contact for all records-related queries on subject engines 888473, 894902, 896999, 897193 during this time.

I recently reviewed the Data Room and concluded that very little progress has been made in completing the outstanding records as detailed on the attached Open Items List. Please upload all absent records in quick succession so we can proceed with review and closure of the Part 121 documentation requirements.

Feel free to contact me directly with any questions resulting from your review of the Records Open Items List attached herein. With the draft statements previously approved, the remaining action for VAA is merely have the documentation certified.

Best regards,

Derych Warner, Senior Manager, Customer Liaison

dwarner@willislease.com | D: +1 (858) 812-9763 | M: +1 (858) 337-8311 | IP: 29763

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: Wednesday, September 2, 2020 3:29 AM

To: Andrew Symons <Andrew.Symons@virginaustralia.com>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew & Darren,

I hope that this mail finds you well.

As it has been some time since we have received any correspondence from you, could you please provide an update in relation to the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 12 August 2020 22:06

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

I hope that this mail finds you well.

Can you please provide an update at this time on the remaining open records items which are listed on the attached file?

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Andrew Symons <Andrew.Symons@virginaustralia.com>
Sent: 06 August 2020 22:05
To: Declan Kinnane <dkinnane@willislease.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Declan,

Understood



Andy Symons | Leader, Technical Assets
 Virgin Australia Airlines
 T 07 3622 5741 M 0457 561 257
 E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Friday, 7 August 2020 6:49 AM
To: Andrew Symons <Andrew.Symons@virginaustralia.com>
Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Andrew,

Thank you for providing the correct WO today for the replacement HMU on ESN 896999, which therefore closes this particular item.

Once documentation becomes available for the remaining open items listed on the attached file, please forward onto me for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 04 August 2020 21:52

To: Andrew Symons <Andrew.Symons@virginaustralia.com>

Cc: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>; Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsch@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: Re: Return of WLFC assets from Virgin Australia.

Thanks Andrew.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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On 4 Aug 2020, at 21:35, Andrew Symons <Andrew.Symons@virginaustralia.com> wrote:

Declan, Darren, Ian,

Will check out the work order

Regards

Andy

<image001.gif>

Andy Symons | Leader, Technical Assets
Virgin Australia Airlines
T 07 3622 5741 M 0457 561 257
E andrew.symons@virginaustralia.com

Please consider the environment before printing this email.

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Wednesday, 5 August 2020 6:06 AM
To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Sal Algeri - Deloitte <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>
Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren & Ian,

Thank you for providing the release certificate today for the replacement HMU [Hydromechanical Unit] that is currently installed on ESN 896999.

I can confirm that this certificate is acceptable to WLFC, but in order for us to be in a position to close this item for this redelivery, we require a copy of the Installation WO referencing HMU S/N [BECW0406](#) being installed onto ESN 896999. Please note that the Installation WO that you've uploaded to your data room today is not applicable to ESN 896999.

Also, once signed redelivery statements and status's become available for WLFC review, can you please let me know at your earliest convenience.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 27 July 2020 11:04

To: Boulton, Ian <iboulton@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Ian,

Thank you for your recent mail.

Please refer to my below comments in red to your queries.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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<image002.jpg>

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From: Boulton, Ian <iboulton@deloitte.com.au>

Sent: 27 July 2020 09:57

To: Declan Kinnane <dkinnane@willislease.com>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: RE:Return of WLFC assets from Virgin Australia.

Good evening Declan

With respect to the open items in your ROILs:

- The LLP status for all engines has been provided to Willis, in your template, previously via the data room on 15 July 2020, in addition to the Disc Sheets supplied via the data room on 8 July 2020; **(Please return signed copies of the LLP status templates provided for each ESN, as the documents that you have uploaded to your data room are not acceptable without operator signatures)**
- The data for the AD status documents were previously provided via the Detailed Print document on 8 July 2020 via the data room. Based on your updated request of 9 July 2020, Virgin are presently working to have the AD Status documents put into the template provided by Willis which is deemed 'acceptable' to Willis, in addition to the Detail Print; **(We will standby for you to provide signed copies of the AD status templates for each ESN)**
- We had been advised by Virgin Engineering that Component Replaced Certificates are unable to be provided for all four engines as components have not been replaced. The Defect Reports and Maintenance Logs provided via the data room on 8 July 2020 should evidence this, however, Virgin Engineering is investigating again whether any components were replaced. With respect to ESN896999, Virgin Engineering is investigating the replacement of the Height Measurement Unit referenced by Willis in the ROIL for that engine provided 10 July 2020, and will provide the requested certificates and WOs; **(Please provide a 'dual release' certificate(EASA_ FAA cert) and Installation WO for the replaced HMU[Hydromechanical Unit] P/N 1853M56P14 S/N BECW0406 which was installed on ESN 896999 by VAA during the lease period)**

- Virgin Engineering are reviewing the AMO statement template provided by Willis as a subsequent addition on 9 July 2020 and will provide this, without signature for the reasons set out in the Algeri Affidavit, once reviewed. (As previously stated, a VAA,TGG signature is required on any redelivery statement or status for all ESN's. The redelivery statements that you have provided so far are without the appropriate signatures, and are therefore not acceptable to WLFC in this format)

I expect to be in a position to provide the above by the middle of this week. The remaining open documents cannot be provided until the engines have been removed. (WLFC will standby for you to provide documentation for the remaining open items detailed on the attached open items listing)

Could you please confirm that my understanding of the state of the records as explained is correct? If it is not, please notify me so I can revert to Virgin or our legal advisors as required. (The current status of the technical records is clearly referenced on the attached ROIL (Open items listing) document. Also, as previously highlighted to you & VAA, that any item that you see with a status of 'Finding', 'Pending', or 'Open' requires your attention and action. The below instruction table is also referenced on the attached ROIL document for your convenience)

<image004.jpg>

The requests for GE for the ECM health reports fall into the same category as the AMO statement template in that provision of those is a matter to be determined following the outcome of the proceedings brought by Willis. (The GE ECM health redelivery report requirement is clearly outlined within the terms of the lease agreement for all ESN's. Please return signed copies of the request forms that I previously sent to VAA at your earliest convenience)

Regards

Ian Boulton.

D: (07) 3308 1428 | M: 0412 166 914

<image005.png>

From: Declan Kinnane <dkinnane@willislease.com>

Sent: Monday, 27 July 2020 2:29 AM

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>; safiyya.khan@nortonrosefulbright.com; noel.mccoy@nortonrosefulbright.com; Merenda, Shelley <shelley.merenda@nortonrosefulbright.com>

Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

At your earliest convenience, can you please provide an update on the remaining open items listed on the attached file?

Also, as VAA have provided acceptable ECM data for all four ESN's, we are therefore now in a position to apply for the OEM to generate an ECM health report as outlined within the terms of the lease agreement.

The attached request forms need to be signed by the relevant operator (VAA, TGG) for each ESN. Upon receiving the signed forms from you, WLFC will forward them to our GE representative which will authorise GE to access your engine operational performance data & web-based engine diagnostics for generating the ECM health report.

If you have any questions on the above, please do let me know.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 17 July 2020 11:22

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

Please refer to the attached updated open items list after our review of the latest batch of ECM data that you provided today. This particular item is therefore closed for all four ESN's.

At your earliest convenience could you please provide an update on the signed redelivery statements & status's, as they have yet to be uploaded to your data room for review?

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 16 July 2020 11:01

To: Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Darren,

I hope that this mail finds you well.

Firstly, I would like to thank you and the VAA technical team for your assistance so far in gathering the technical records for our assets that are currently on lease with you.

As you can see from the attached open items listing, we have still quite a lot of items that require your attention and action at this time.

It has also come to our attention that you are currently obtaining signing authority on behalf of Tigerair and VAA for the redelivery statements and status's which are detailed on the attached file. I'm sure you have already seen my previous correspondence where I provided you with statement & status templates for your signature, but I have reattached the subject email again for your convenience.

Also, thank you for the additional ECM data that you provided today for ESN 888473 which is currently under review. We will standby for further notifications of any additional records uploaded to your data room.

Please do let me know if you have any questions at this time.

Kind regards,

Declan

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Declan Kinnane <dkinnane@willislease.com>

Sent: 13 July 2020 09:55

To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <boulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>

Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier

<Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers

<nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney

<jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner

<dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin

<eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole

<bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh

<cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla

<omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen

<Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>

Subject: RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for your recent mail.

We will be in touch with you shortly to address the points that you have made on your latest correspondence.

In the meantime when any additional technical documentation becomes available, please do let me know when it has been uploaded to your secured data room for review.

We appreciate your continued support with the records open items list.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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From: Chan, Gordon <gordchan@deloitte.com.au>
Sent: 13 July 2020 06:57
To: Declan Kinnane <dkinnane@willislease.com>; Boulton, Ian <iboulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: RE:Return of WLFC assets from Virgin Australia.

Good afternoon Declan

Thank you for the below information.

Your email has highlighted a potential misunderstanding – the provision of information to you in response to your requests, will not be, and under Australian law as it presently stands is not required to be, in accordance with the redelivery conditions contained in the relevant lease document(s).

We have undertaken our best endeavours to provide you with your requested information as a gesture of goodwill. However, signed/certified documents are outside of the limit of what the Administrators are willing or legally obliged to provide at the present time.

In addition, we are happy to offer our assistance to arrange for engine shop inspections, however it will be at your request and at your cost.

Our offer remains open to arrange for a call to agree a way forward.

We appreciate your understanding of the above, and will come back to you with the balance of information requested shortly.

Regards

Gordon

Gordon Chan
Director | Restructuring Services
Deloitte Financial Advisory
Eclipse Tower, 60 Station Street, Parramatta NSW 2150
D: +61 2 9840 7983 | M: +61 416 296 607
gordchan@deloitte.com.au | www.deloitte.com.au

<image005.png>

Please consider the environment before printing.

From: Declan Kinnane <dkinnane@willislease.com>
Sent: Friday, 10 July 2020 6:18 PM

To: Chan, Gordon <gordchan@deloitte.com.au>; Boulton, Ian <boulton@deloitte.com.au>; Garry Failler <gfailler@willislease.com>
Cc: Sparks, Grant <gsparks@deloitte.com.au>; Algeri, Sal <saalgeri@deloitte.com.au>; Mohammed, Mukhtader <mukmohammed@deloitte.com.au>; Darren Dunbier <Darren.Dunbier@virginaustralia.com>; Steve Chirico <schirico@willislease.com>; Noel Rogers <nrogers@willislease.com>; Ramazan Uzuner <ruzuner@willislease.com>; John Courtney <jcourtney@willislease.com>; Susan Jackson <sjackson@willislease.com>; Derych Warner <dwarner@willislease.com>; Bob Matson <bmatson@willislease.com>; Ed O'Loughlin <eoloughlin@willislease.com>; Vito Labrecque <vlabrecque@willislease.com>; Brian R. Hole <bhole@willislease.com>; Dean Poulakidas <dpoulakidas@willislease.com>; Craig W. Welsh <cwelsh@willislease.com>; Tucker, Graeme <gtucker@claytonutz.com>; McCoy, Orla <omccoy@claytonutz.com>; Glavac, Mikhail <mglavac@claytonutz.com>; Simon Andersen <Simon.Andersen@virginaustralia.com>; Andrew Symons <Andrew.Symons@virginaustralia.com>
Subject: [EXT]RE: Return of WLFC assets from Virgin Australia.

Hi Gordan,

Thank you for the below update. We will standby for your team to gather the required documentation for the remaining open items.

Also, in relation to your comment below on the operators "TRAX" system issue. We have already assisted you in providing you with LLP status templates for the relevant operator to sign. These templates already include mixed model remaining cycle calculations, historical thrust rating usage & tracking of the LPT case.

Regardless of whether the operators system is not tracking each relevant thrust rating or any particular LLP appropriately, one of the redelivery conditions is that the operator must provide a signed LLP status including all of the items discussed above.

Please refer to the attached email which includes the templates for signature.

Please do let me know once any additional paperwork has been uploaded to your secured data room for review.

Kind regards,

Declan Kinnane, Project Manager – Aircraft Technical Services

dkinnane@willislease.com | M: +353 861302328

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RECORDS OPEN ITEMS LIST

ESN: 888473

HEAD LESSEE: VB LeaseCo Pty Ltd

SUBLESSEE: Virgin Australia Airlines Pty Ltd

Operator: Tigerair Australia

REVISION: 8

Last updated: 22/10/2020

NOTE THAT THERE ARE FOUR TABS TO THIS DOCUMENT

OPERATOR RECORDS: Tigerair Australia				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd & Tigerair Comments
9	Engine Conversion Documents	CLOSED	Require WLFC-supplied plug reinstalled (B24)	Supplied 2 Nov 2020
20	Components Replaced- Certificates	PENDING	Authorized Release Certificates and Installation WO's for each part replaced during the lease {"pending WLFC inventory verification".}	Closed WRT VA, Pending WLFC Inventory verification
12	Preservation Tag, TRAX Preservation Task Card & completed Engine Removal Taskcard	CLOSED		
27	Preservation Monitoring 24 March 2020 - Removal	CLOSED		
28	Borescope Report dtd 15/08/2020	CLOSED	See Discrepancy Summary Report for details	
1	Statement - Non Incident	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
2	Statement - Combination	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
3	Statement- Install/Removal History	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
4	Statement- Commercial Traceability	CLOSED	Template provided for VB LeaseCo Pty Ltd Signature	Completed (awaiting header info and signature approval)
5	Statement AMO (Approved Maintenance Organization Statement)	CLOSED	Template provided for Tigerair Signature	
6	LLP Status	CLOSED	see Discrepancy Summary Report for details	Disc Sheet Supplied
7	AD Status	CLOSED	The "detailed print document" you provided is not acceptable to WLFC, therefore we have drafted an AD Status Template for Tigerair Signature	Within Detail print supplied
8	SB / ASB / AOW Status	CLOSED		Within Detail print supplied
10	Engine Installation Work Order	CLOSED	<i>document received</i>	WO 168912 Supplied
11	Engine Removal Work Order	CLOSED		
13	ECM Data	CLOSED	data received	Supplied
14	Daily Oil Consumption logs	CLOSED	<i>document received</i>	Supplied
15	Engine Work Order Summary	CLOSED	Tech Logs/ Default / Pilot Reports	Defect report summary Supplied
16	Scheduled Maintenance Records	CLOSED	Last Done/Next Due Report.	Within Detail print supplied

17	Unscheduled Maintenance Records	CLOSED	<i>document received</i>	Maintenance Logs Supplied
18	Fan Blade Mapping	CLOSED	not applicable	N/A
19	Daily Logs of Eng Flt Hours & Cycles	CLOSED	<i>document received</i>	888473 Engine Utilization Report

LEASE RETURN INSPECTION RECORDS FROM ENGINE SHOP (WERC)				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd & Tigerair Comments
21	FAA/EASA Dual Release Certificate	OPEN	Post Lease Inspection	Not performed yet
22	OEM EHM redelivery report	OPEN	Post Lease Inspection	Not performed yet
23	Borescope Report	CLOSED	Post Lease Inspection	Supplied 6 Oct 2020
24	C Check / MPD Tasks sign off	OPEN	Post Lease Inspection	Not performed yet
25	Preservation tag	CLOSED	Post Lease Inspection	Supplied 2 Nov 2020

Status	Meaning/ Definition
OPEN	Document Item has not been provided for review
FINDING	Document Item provided has findings needing amendment or further clarification to the finding.
PENDING	Document Item has been promised in draft form or is in review.
CLOSED	Document Item has been reviewed and accepted, or is Not Applicable (N/A).
RE-OPEN	Document Item requires adjustment due to finding discovered or brought forwards after acceptance.



Willis Lease Finance Corporation
Power to Spare – Worldwide®

RECORDS OPEN ITEMS LIST

ESN: 894902
HEAD LESSEE: VB LeaseCo Pty Ltd
SUBLESSEE: Virgin Australia Airlines Pty Ltd
Operator: Virgin Australia Airlines Pty Ltd
REVISION: 8
Last updated: 22/10/2020

NOTE THAT THERE ARE FOUR TABS TO THIS DOCUMENT

OPERATOR RECORDS: Virgin Australia Airlines Pty Ltd				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd Comments
20	Components Replaced- Certificates	PENDING	Authorized Release Certificates and Installation WO's for each part replaced during the lease ("pending WLFC inventory verification".)	Closed WRT VA, Pending WLFC Inventory verification
11	Preservation Tag, TRAX Preservation Task Card & completed Engine Removal Taskcard	CLOSED		
27	Preservation Monitoring 27 March 2020 - Ferry Flight	CLOSED		
1	Statement - Non Incident	CLOSED		Completed (awaiting header info and signature approval)
2	Statement - Combination	CLOSED		Completed (awaiting header info and signature approval)
3	Statement- Install/Removal History	CLOSED		Completed (awaiting header info and signature approval)
4	Statement- Commercial Traceability	CLOSED		Completed (awaiting header info and signature approval)
5	LLP Status	CLOSED		Disc Sheet Supplied
6	AD Status	CLOSED		Within Detail print supplied
7	SB / ASB / AOW Status	CLOSED	Copies of any Work order SB's (If any accomplished)	Within Detail print supplied
8	Engine Conversion Documents	CLOSED	N/A	N/A
9	Engine Installation Work Order	CLOSED	document received	WO 167740 Supplied
10	Engine Removal Work Order	CLOSED		
12	ECM Data	CLOSED	data received	Supplied
13	Daily Oil Consumption logs	CLOSED	document received	Supplied
14	Engine Work Order Summary	CLOSED	Tech Logs/ Default / Pilot Reports	Defect report summary Supplied
15	Scheduled Maintenance Records	CLOSED	Last Done/Next Due Report.	Within Detail print supplied
16	Unscheduled Maintenance Records	CLOSED	copies of any defect work orders accomplished during the operational period.	Maintenance Logs Supplied
17	Fan Blade Mapping	CLOSED	If accomplished during their operational period	N/A
18	Daily Logs of Eng Flt Hours & Cycles	CLOSED		894902 Engine Utilization Report
19	Daily Logs of Eng Flt Hours & Cycles	CLOSED	document received	888473 Engine Utilization Report

LEASE RETURN INSPECTION RECORDS FROM ENGINE SHOP (WERC)				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd& Tigerair Comments
21	FAA/EASA Dual Release Certificate	OPEN	Post Lease Inspection	Not performed yet
22	OEM EHM redelivery report	OPEN	Post Lease Inspection	Not performed yet
23	Borescope Report	CLOSED	Post Lease Inspection	Supplied 21 Sept 2020
24	C Check / MPD Tasks sign off	OPEN	Post Lease Inspection	Not performed yet
25	Preservation tag	CLOSED	Post Lease Inspection	Supplied 2 nov 2020

Status	Meaning/ Definition
OPEN	Document Item has not been provided for review
FINDING	Document Item provided has findings needing amendment or further clarification to the finding
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RE-OPEN	Document Item requires adjustment due to finding discovered or brought forwards after acceptance.



Willis Lease Finance Corporation
Power to Spare – Worldwide®

RECORDS OPEN ITEMS LIST

ESN: 896999

HEAD LESSEE: VB LeaseCo Pty Ltd

SUBLESSEE: Virgin Australia Airlines Pty Ltd

Operators: Tigerair Australia & Virgin Australia Airlines

REVISION: 8

Last updated: 22/10/2020

NOTE THAT THERE ARE FOUR TABS TO THIS DOCUMENT

1st OPERATOR RECORDS: Tigerair Australia				
Item #	Documents	Status	Willis Lease Comments	Tigerair Comments
5	LLP Status	CLOSED	Template provided for Tigerair Signature	
42	AMO Statement	CLOSED	Template provided for Tigerair Signature	
1	Statement - Non Incident	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
2	Statement - Combination	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
3	Statement- Install/Removal History	CLOSED	Template provided for Tigerair Signature	Completed (awaiting header info and signature approval)
4	Statement- Commercial Traceability	CLOSED	Template provided for VB LeaseCo Pty Ltd Signature	See Virgin Australia Installation
6	AD Status	CLOSED	Refer to Virgin Australia AD Status for final Airworthiness Status.	See Virgin Australia Installation
7	SB / ASB / AOW Status	CLOSED	None performed during this period if ops.	See Virgin Australia Installation
8	Engine Conversion Documents	CLOSED	N/A	N/A
9	Engine Installation Work Order	CLOSED	Rcvd	WO 155370 Supplied
10	Engine Removal Work Order	CLOSED	Rcvd	WO 170707 Supplied
11	Preservation Work order & tag at final removal	CLOSED	N/A	N/A
12	ECM Data	CLOSED	Rcvd	See Virgin Australia Installation
13	Daily Oil Consumption logs	CLOSED	Rcvd	See Virgin Australia Installation
14	Engine Work Order Summary	CLOSED	Rcvd	Defect report summary Supplied
15	Scheduled Maintenance Records	CLOSED	Rcvd	See Virgin Australia Installation
16	Unscheduled Maintenance Records	CLOSED	Rcvd	Maintenance Logs Supplied
17	Fan Blade Mapping	CLOSED	N/A	N/A
18	Daily Logs of Eng Flt Hours & Cycles	CLOSED	Rcvd	See Virgin Australia Installation

2nd OPERATOR RECORDS: Virgin Australia Airlines				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd Comments
36	Components Replaced- Certificates	Pending	Authorized Release Certificates and Installation WO's for each part replaced during the lease {"pending WLFC inventory verification".}	Closed WRT VA, Pending WLFC Inventory verification
27	Engine Removal Work Order (including preservation)	CLOSED		
28	Preservation Tag, TRAX Preservation Task Card & completed Engine Removal Taskcard	CLOSED		
44	Preservation Monitoring 24 March 2020 - Removal	CLOSED		
45	Borescope Report dtd 15/08/2020	CLOSED	See Discrepancy Summary Report for details	
19	Statement - Non Incident	CLOSED	Template provided for Virgin Australia Airlines Signature	Completed (awaiting header info and signature approval)
20	Statement - Combination	CLOSED	Template provided for Virgin Australia Airlines Signature	Completed (awaiting header info and signature approval)
21	Statement- Install/Removal History	CLOSED	Template provided for Virgin Australia Airlines Signature	Completed (awaiting header info and signature approval)
22	LLP Status	CLOSED	see Discrepancy Summary Report for details	Disc Sheet Supplied
23	AD Status	CLOSED	The "detailed print document" you provided is not acceptable to WLFC, therefore we have drafted an AD Status Template for VAA Signature	Within Detail print supplied
43	Replaced HMU certification for P/N 1853M56P14 S/N BECW0406	CLOSED	data received	
29	ECM Data	CLOSED	data received	Supplied
24	SB / ASB / AOW Status	CLOSED	Rcvd	Within Detail print supplied
25	Engine Conversion Documents	CLOSED	Not performed	N/A
26	Engine Installation Work Order	CLOSED	Rcvd	WO 174713 Supplied
30	Daily Oil Consumption logs	CLOSED	Rcvd	Supplied
31	Engine Work Order Summary	CLOSED	Rcvd	Defect report summary Supplied
32	Scheduled Maintenance Records	CLOSED	Rcvd	Within Detail print supplied
33	Unscheduled Maintenance Records	CLOSED	Rcvd	Maintenance Logs Supplied
34	Fan Blade Mapping	CLOSED	Not performed	N/A
35	Daily Logs of Eng Flt Hours & Cycles	CLOSED	Rcvd	896999 Engine Utilization Report

LEASE RETURN INSPECTION RECORDS FROM ENGINE SHOP (WERC)			
Item #	Documents	Status	Willis Lease Comments
			Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd & Tigerair Comments
37	FAA/EASA Dual Release Certificate	OPEN	Post Lease Inspection
38	OEM EHM redelivery report	OPEN	Post Lease Inspection
39	Borescope Report	CLOSED	Post Lease Inspection
40	C Check / MPD Tasks sign off	OPEN	Post Lease Inspection
41	Preservation tag	CLOSED	Post Lease Inspection

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RE-OPEN	Document Item requires adjustment due to finding discovered or brought forwards after acceptance.



Willis Lease Finance Corporation
Power to Spare – Worldwide®

RECORDS OPEN ITEMS LIST

ESN: 897193
HEAD LESSEE: VB LeaseCo Pty Ltd
SUBLESSEE: Virgin Australia Airlines Pty Ltd
Operator: Virgin Australia Airlines Pty Ltd
REVISION: 8
Last updated: 22/10/2020

NOTE THAT THERE ARE FOUR TABS TO THIS DOCUMENT

OPERATOR RECORDS: Virgin Australia Airlines Pty Ltd				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd Comments
19	Components Replaced- Certificates	Pending	Authorized Release Certificates and Installation WO's for each part replaced during the lease ("pending WLFC inventory verification".)	Closed WRT VA, Pending WLFC Inventory verification
25	Engine Conversion Documents	CLOSED	Require WLFC-supplied plug reinstalled (B24)	Supplied 2 Nov 2020
11	Preservation tag	CLOSED		
24	Preservation Monitoring 29 March 2020 - Removal	CLOSED		
1	Statement - Non Incident	CLOSED	Template provided for Virgin Australia Airlines Signature	Completed (awaiting header info and signature approval)
2	Statement - Combination	CLOSED	Template provided for Virgin Australia Airlines Signature - Oil Consumption reported on Statement says .24 Qt/Hr. Please amend to .14 Qt/Hr. as depicted on Oil Consumption Chart	Completed (awaiting header info and signature approval)
3	Statement- Install/Removal History	CLOSED	Template provided for Virgin Australia Airlines Signature	Completed (awaiting header info and signature approval)
4	Commercial Trace Statement	CLOSED	Template provided for VB LeaseCo Pty Ltd Signature	Completed (awaiting header info and signature approval)
5	LLP Status	CLOSED	see Discrepancy Summary Report for details	Disc Sheet Supplied
6	AD Status	CLOSED	The "detailed print document" you provided is not acceptable to WLFC, therefore we have drafted an AD Status Template for VAA Signature	Within Detail print supplied
10	Engine Removal Work Order	CLOSED	pending final engine removal	93864 & 167090
12	ECM Data	CLOSED	data received	Supplied
7	SB / ASB / AOW Status	CLOSED	Copies of any Work order SB's (If any accomplished)	Within Detail print supplied
8	Engine Conversion Documents	CLOSED	If accomplished	B24 to B26 WO165548 and SMAL 13777
9	Engine Installation Work Order	CLOSED		141143 & 167880 & 165548
13	Daily Oil Consumption logs	CLOSED		Supplied
14	Engine Work Order Summary	CLOSED	Tech Logs/ Default / Pilot Reports	Defect report summary Supplied
15	Scheduled Maintenance Records	CLOSED	Last Done/Next Due Report.	Within Detail print supplied

16	Unscheduled Maintenance Records	CLOSED	copies of any defect Work orders accomplished during the operational period	Maintenance Logs Supplied
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17	Fan Blade Mapping	CLOSED	If accomplished during their operational period	N/A
18	Daily Logs of Eng Flt Hours & Cycles	CLOSED		897193 Engine Utilization Report

LEASE RETURN INSPECTION RECORDS FROM ENGINE SHOP (WERC)				
Item #	Documents	Status	Willis Lease Comments	Virgin Australia Airlines Pty Ltd/VB LeaseCo Pty Ltd& Tigerair Comments
19	FAA/EASA Dual Release Certificate	OPEN	Post Lease Inspection	Not performed yet
20	OEM EHM redelivery report	OPEN	Post Lease Inspection	Not performed yet
21	Borescope Report	CLOSED	Post Lease Inspection	Supplied on 21 Sept 2020
22	C Check / MPD Tasks sign off	OPEN	Post Lease Inspection	Not performed yet
23	Preservation tag	CLOSED	Post Lease Inspection	Supplied 2 Nov 2020

Status	Meaning/ Definition
OPEN	Document Item has not been provided for review
FINDING	Document Item provided has findings needing amendment or further clarification to the finding.
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RE-OPEN	Document Item requires adjustment due to finding discovered or brought forwards after acceptance

This and the following two pages are Annexure D referred to in the affidavit of Orfhlaith Maria McCoy
31 October 2020

Affirmed on _____ Before me _____

Orla McCoy
Clayton Utz
Level 15, 1 Bligh Street
Sydney NSW 2000

By email: omccoy@claytonutz.com

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Direct line
+61 2 9330 8133

Email
noel.mccoy@nortonrosefulbright.com

Your reference: _____ **Our reference:**
4015052

Dear Colleague

Wells Fargo Trust Company, National Association (as owner trustee) & Anor v VB Leaseco Pty Ltd (Administrators Appointed) ACN 134 268 741 & Ors (NSD714/2020) (Proceedings)

- 1 We refer to our recent correspondence, commencing with your letter dated 11 October 2020.

Status of aircraft objects

- 2 In your letter dated 11 October 2020, your clients suggested they may take unspecified action to “deal with” our “clients’ aircraft objects according to domestic law” should our clients not collect them (paragraph 15(a)).
- 3 Your clients were prepared to refrain from taking any such action until 16 October 2020. However, your clients declined to offer assurances after that time.
- 4 Our clients also enquired as to the nature of the action proposed. Despite various requests for your clients to provide particulars of the threatened dealing with our clients’ aircraft objects, your clients declined to provide those particulars.
- 5 This situation meant that our clients had no choice but to seek the relief sought in paragraphs 2 and 3 of their Interlocutory Application filed on 21 October 2020.
- 6 In the meantime, and despite of our further requests (including in paragraph 2 of the second page of our letter dated 26 October 2020), we still do not have those particulars.
- 7 However, we observe in prayer 3 of your clients’ Interlocutory Process filed on 26 October 2020, that your clients are seeking a declaration that your clients would be justified in redelivering our clients’ aircraft objects to our clients’ facility at Coconut Creek, Florida, USA, and then seeking reimbursement of those costs from our client. (We note what appears to be a typographical error in paragraph 3(b) of your clients’ application).
- 8 Would you kindly please advise whether what your clients now seek in prayer 3 of your clients’ Interlocutory Process filed on 26 October 2020 is the only intention of your clients, irrespective of what was stated in paragraph 15(a) of your letter dated 11 October 2020?

APAC-#115250435-v1

31 October 2020

Next steps

- 9 On the assumption that your clients are seeking Court orders to redeliver the aircraft objects, and seek reimbursement from our clients, our clients consider that the parties' respective applications might be able to be resolved without incurring further time and costs of a hearing, presently set down for 10 November 2020.
- 10 Specifically, our clients welcome your clients returning the aircraft objects to our clients' facility at Coconut Creek, Florida, USA. Doing so would obviate the need for our clients' claim under Article 12 of the Convention (which is a claim for specific performance) or the need for any relief to maintain the status quo.
- 11 Of course, as identified in your correspondence, significant questions would remain, including as to who should bear the costs of this exercise and who should bear responsibility for the yet to be completed Part 145/engine shop airworthiness steps.
- 12 Our clients recognise that, in the event that they are unsuccessful in obtaining special leave to appeal from the High Court of Australia, or if ultimately unsuccessful on appeal such that the orders of the Full Court of the Federal Court made on 7 October 2020 remain on foot, they would bear the reasonable costs of any such redelivery and responsibility for the Part 145/engine shop airworthiness steps.
- 13 Our clients also acknowledge that, if they are unsuccessful in overturning the orders of the Full Court, the remitter would need to be heard and determined.
- 14 There also remains a distinct possibility that even if our clients are unsuccessful on appeal, the High Court may determine the matter on a different basis, requiring different questions to be considered on remitter or a different legal test to be applied to determine when possession has been "given" for the purpose of Article XI(2) of the Cape Town Protocol.
- 15 It appears to our client there is practical utility in the remitter being deferred until the status of the appeal to the High Court is known. That is the thrust of its stay application listed for 10 November 2020
- 16 Moreover, there does not appear to be urgency in dealing with the remitter before the completion of the DOCA.
- 17 We understand from earlier correspondence and discussions that your clients' central priority is to remove the aircraft objects themselves.
- 18 Accordingly, if your clients are willing to undertake the redelivery to our clients' facility in Florida, our clients propose the following orders be made by consent of the parties:
 1. Prayers 1, 2, 4, 5, 6, 9 and 11 of the Respondents' Interlocutory Process filed on 26 October 2020 be adjourned to _____ 2020.
 2. An order that the names of the First, Second and Fourth Respondents to the Amended Originating Application be amended to substitute in each name "(Administrators Appointed)" with "(subject to deed of company arrangement)".
 3. An order that the name of the Third Respondents to the Amended Originating Application be amended to: Vaughan Strawbridge, Salvatore Algeri, John Greig and Richard Hughes, in their capacity as joint and several deed administrators of the First, Second and Fourth Respondents.

31 October 2020

NORTON ROSE FULBRIGHT

4. Prayer 3 of the Respondents' Interlocutory Process filed on 26 October 2020 be dismissed with no order as to costs with the intent that each party bears its own costs.
 5. Prayers 2, 3, and 4 of the Applicants' Interlocutory Application filed on 21 October 2020 be dismissed with no order as to costs with the intent that each party bears its own costs.
 6. Prayer 6A of the Applicants' Further Amended Originating Application filed on ___ October 2020 be dismissed with no order as to costs with the intent that each party bears its own costs (and without prejudice to the Applicants rights to bring such claim if redelivery to Florida does not occur before 15 December 2020).
- 19 The above regime is premised upon your clients causing the Engines to be prepared in readiness for transportation, actually delivering the Engines to our client's facility in Florida and your clients causing to occur, for each Engine, consistent with the applicable engine manufacturer's procedures for removal and shipping and the terms of the Engine Leases:
- (a) capping and plugging all openings of the Engine;
 - (b) preserving the Engine for long-term preservation and storage for a minimum of 365 days in accordance with the applicable manufacturer's procedures for the Engine;
 - (c) completely sealing the Engine in a Moisture Vapour Proof (**MVP**) Bag provided by the Applicants or with heavy gauge vinyl plastic if the Applicants do not provide an MVP Bag;
 - (d) otherwise preparing the Engine for shipment and, if applicable, the shipment of the Engine, in accordance with the manufacturer's specifications and recommendations, in particular, placement of the Engines in the Engine Stands.
- 20 We understand that your clients are in the process of completing these steps although our clients are not certain as to the precise status of those steps being taken. Even if your clients cannot agree to the above regime our clients would be grateful if they could confirm the above steps have been completed.
- 21 We remain available to discuss. We look forward to your early response.

Yours faithfully



Noel McCoy
Partner
Norton Rose Fulbright Australia

This and the following four pages are Annexure E referred to in the affidavit of Orfhlaith Maria McCoy

Email	Affirmed on	Before me	3 November 2020
Mr Noel McCoy Norton Rose Fulbright Level 5, 60 Martin Place Sydney NSW 2000 noel.mccoy@nortonrosefulbright.com	_____	_____	

Dear Mr McCoy

VB Leaseco Pty Ltd (Subject to Deed of Company Arrangement) & Ors v Wells Fargo Trust Company, National Association (as Owner Trustee) & Anor

Federal Court of Australia Proceedings NSD714/2020 (Primary Proceedings) and Federal Court of Australia Proceedings NSD994/2020 (Appeal Proceedings)

1. We refer to your letter dated 31 October 2020 and the earlier correspondence between us and adopt, for convenience, terms defined in that correspondence.

Status of Aircraft Objects

2. The claim in your letter and in your clients' written submissions dated 26 October 2020 that our clients have made "*threats*" in relation to the Engines which have precipitated your clients' conduct in seeking a stay is false. Our clients' position, as repeatedly stated in correspondence, is straightforward. The effect of the Appeal Judgment is that our clients have 'given possession' of the Engines to your clients with the consequence that domestic law is now the only legal regime applicable to the Engines. More fundamentally, as your clients well know, our clients have since June 2020 wanted nothing more than for your clients to simply collect the Engines and, by way of Mr Symons email and our letter dated 11 October 2020, have allowed your clients yet more time and practical assistance to do so, while making clear that they could not indefinitely retain the Engines in circumstances where they have no legal obligation to do so. Moreover, our clients have continued to insure, maintain and preserve the Engines, and report to your clients on their status throughout the period. Your clients have never had any reasonable basis to believe that the Engines were in jeopardy in any way or that our clients would take any precipitous action in respect of them, let alone any basis for an indefinite stay at our clients' expense while your clients pursue yet further litigation.

Next Steps

3. As you are aware, our clients wish to promptly resolve the issue of physical custody of the Engines and see merit in agreeing consent orders that would avoid the need for a contested hearing on 10 November 2020. It is for those reasons that our clients proactively sought to identify options in respect of the Engines, including the four options set out in our letter and email dated 26 October 2020 (to which we have had no response). However, our clients reserve their rights to seek such relief as they consider appropriate, including the relief sought in paragraph 3 of our clients' Interlocutory Process dated 26 October 2020 (**Remitter**).

4. While our clients remain prepared to arrange for the delivery of your clients' property to Florida, the terms of the proposal set out in your letter are not acceptable to our clients for the following reasons:
- (a) first, and so far as legal justification is concerned, your clients' proposal involves the parties effectively proceeding as if your clients have been successful in the High Court in overturning the Appeal Judgment. That has not occurred, and may never happen. As such, the proposal is contrary to principle: any interim arrangement pending the determination of your clients' application for special leave to appeal and any subsequent appeal should recognise that our clients have the benefit of the Appeal Judgment and, as a considered judgment of the Full Court, it should be assumed to be correct. An interim arrangement that prejudices our clients, and hence the general body of creditors pending *your clients'* appeal would not be appropriate;
 - (b) second, there is no commercial or legal justification for the Corporate Respondents to pay for the redelivery of the Engines, having been successful in the Appeal Judgment. As set out in our letter dated 22 October 2020, your clients' present liability for our clients' costs and expenses is on the order of **AU\$1.15 million** (excluding the costs of responding to your clients' stay application and any future costs incurred in relation to the foreshadowed special leave application). Our clients cannot, having regard to the interests of the creditors of the Corporate Respondents, agree to voluntarily assume a significant further liability which may prove difficult and costly to recover. Your clients are resident in the United States and do not, to our clients' knowledge, have any assets in Australia other than the Engines. Your clients have also, in prior correspondence and evidence, foreshadowed a challenge to any costs recovery by our clients and have taken issue with third party freight quotes obtained by our clients. Plainly the appropriate course is for your clients to bear the costs of redelivery. In so doing, they can also arrange freight and transport with a provider of their choosing. To the extent that your clients are ultimately successful in the High Court, they can seek recovery of redelivery costs (including any additional costs in respect of engine shop works, if allowed) by way of claim against the Project Volar Creditors' Trust (which, as your clients are aware, will be amply capitalised to satisfy such costs in full as a section 556(1)(a) expense of the external administration);
 - (c) third, your clients' proposal does not reflect the relief sought by our clients in paragraph 3 of the Remitter. That paragraph is intended to resolve the impasse caused by your clients' refusal to collect their Engines (despite the findings of the Full Federal Court) and contemplates our clients having an *immediate* legal entitlement to recover the costs of redelivery, not a conditional contractual entitlement to recover such costs at an indeterminate time in the future (i.e., upon the final disposition of your clients' foreshadowed appeal to the High Court, which may be more than a year from now, and on terms (only) that the Full Federal Court decision is upheld in full and the High Court does not determine the matter on some other basis). Additionally, paragraph 3 was sought and must be read in the context of the other relief sought in the Remitter (none of which your clients' proposal reflects), including:
 - (i) the value to our clients of obtaining declarations under the Cape Town Protocol in relation to the giving of possession (paragraphs 1 and 2), described more fully in paragraphs 4(d) and 7 below; and

- (ii) the protection afforded to our clients by the order in paragraph 3 itself that our clients are "*justified*" in redelivering the Aircraft Objects and seeking recovery of the costs (which our clients consider to be necessary in circumstances where, as stated above, there is no commercial or legal imperative to doing so); and
- (d) fourth, given that our clients have been put to the expense of filing and serving evidence in relation to the three applications listed on 10 November (due to your clients' failure to either accept any of the four options presented to them in our correspondence dated 26 October 2020 or advance an alternative proposal capable of acceptance by our clients), it is clearly preferable for the Remitter to be determined now to avoid the delay and duplication in costs of the parties returning to the primary judge to have the Remitter heard if your clients' special leave application or ultimate appeal to the High Court is unsuccessful. This would cause no disadvantage to your clients, given that the orders made on the Remitter would simply be set aside as a consequence of the High Court's decision if your clients are successful. It does not matter in which Court that is done, but our clients undertake not to oppose a grant of Special Leave to appeal against any order on the Remitter (if made by consent) in the event that your clients obtain Special Leave to appeal against the Full Court's orders. Our clients are also content to provide an undertaking that they will not enforce the costs orders sought in paragraphs 5 and 6 of the Remitter until the High Court appeal has been resolved. The transfer of the Engines to your clients' possession would, of course, immediately resolve the practical issues arising in relation to the Engines (such as preservation, maintenance, insurance and your clients' ongoing failure to mitigate their claim against the lessee) while the appeal is pending.
5. Having regard to the proposed consent orders set out in paragraph 18 of your letter, our clients' counter proposal (**Counter Proposal**) is as follows:

Paragraph 1. is deleted

Paragraphs 2., 3., and 5. are agreed

Paragraph 4 is deleted

Paragraph 6. is deleted and replaced with the following:

6. Prayer 6A of the Applicants' Further Amended Originating Application filed on [2] November 2020 be dismissed with no order as to costs.

New paragraphs 7 to 15 as follows:

7. A declaration that, on or before 18 June 2020, the First and Third Respondents in the proceedings discharged their obligation, under Art XI(2) of the Protocol (**CTC Protocol**) to the Cape Town Convention on matters specific to Aircraft Equipment (**CTC**), to "give possession" of the "aircraft objects" identified in Schedule 3 to these Consent Orders.
8. A declaration that, on or before 18 June 2020, any obligations of the Respondents under Art XI(5) in relation to those aircraft objects came to an end.

-
9. A declaration that the Applicants in the proceedings are deemed to have elected not to exercise their self-help remedy under Art XI of the CTC Protocol, such that the rules of domestic insolvency law apply and, therefore, in accordance with section 90-15(1) of the IPSC, the Court orders that if the Applicants do not collect the aircraft objects, within 48 hours of these orders being entered:
 - a. the Respondents would be justified in redelivering the aircraft objects to 4700 Lyons Technology Parkway, Coconut Creek, Florida, 33073, United States of America;
 - b. the Applicants are liable to pay the Respondents' reasonable costs relating to redelivery of those aircraft objects to Florida, and
 - c. such costs order is to be entered forthwith and the costs invoiced to the Applicants by the Respondents paid prior to the hearing of any special leave application filed by the Applicants.
 10. An order that Order 3 of the Orders made by the Court on 8 September 2020 be vacated.
 11. An order that the Applicants in the proceedings pay the Respondents' costs of and incidental to the proceedings up to and including 8 September 2020, as agreed or assessed.
 12. An order that the Applicants pay the Respondents costs of and incidental to complying with the Orders made by the Court on 3 September 2020, incurred up to 22 September 2020, in the sum of \$235,323.84.
 13. Liberty to apply.
 14. The Respondents' Interlocutory Application filed on 26 October 2020 otherwise be dismissed with no order as to costs.
 15. Note that the Respondents undertake that: (a) they will not oppose a grant of Special Leave to appeal any of these orders in the event that the Applicants are granted special leave to appeal from the Full Court's orders; and (b) they will not enforce orders 11 or 12 until the Applicants' proposed High Court appeal has been determined.
6. As your clients are aware, the steps set out in paragraph 19 of your letter in relation to preparing the Engines for transportation have already been completed for all of the Engines and the Engines are presently configured for immediate transport.
 7. The above consent orders enable your clients to immediately recover the Willis Property, defer a significant part of your clients' exposure to costs, allow your clients to proceed with their special leave application and enable your clients to recover their costs of the
-

Mr Noel McCoy, Norton Rose Fulbright

3 November 2020

proceedings and of redelivery if they are ultimately successful in a High Court appeal. They also have the benefit of ensuring that, upon High Court proceedings being determined, the underlying proceedings will be fully and finally disposed of, without need for a further remitter, other than as to determination of costs. It is in the interests of all parties, including the creditors of the Corporate Respondents, that the proceedings not continue indefinitely.

8. The proposal in your letter proceeds on the fundamental (if unstated) premise that removal of the Engines from our clients' physical possession does not prejudice your clients' appeal to the High Court. It also proceeds on the express premise that the Engines are to be returned to Florida at some point – leaving as the only issues of substance to be resolved the questions of who should carry the risks, and meet the costs, of that removal. Given that, there is no longer any scenario in which your clients can reasonably maintain any basis for the stay application.
9. Given the strict deadlines facing the Respondents which have been exhaustively made known to your clients, the Counter-Proposal shall be open for acceptance until **5pm AEST on 5 November 2020**. If it is not accepted by that deadline, our clients intend to proceed with their Remitter application, and to seek to have both of your clients' applications dismissed, with costs. As with the earlier correspondence, we also reserve our rights to bring this letter and your letter dated 31 October 2020 to the Court's attention.

Yours sincerely



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Your ref 4015052
Our ref 13236/17882/81005835

IN THE HIGH COURT OF AUSTRALIA
SYDNEY REGISTRY

BETWEEN:

WELLS FARGO TRUST COMPANY, NATIONAL ASSOCIATION
(AS OWNER TRUSTEE)

First Applicant

WILLIS LEASE FINANCE CORPORATION

Second Applicant

10

and

VB LEASECO PTY LTD (ADMINISTRATORS APPOINTED) ACN 134 268 741

First Respondent

VIRGIN AUSTRALIA AIRLINES PTY LTD (ADMINISTRATORS APPOINTED)

ACN 090670965

Second Respondent

**VAUGHAN NEIL STRAWBRIDGE, JOHN LETHBRIDGE GREIG, SALVATORE
ALGERI AND RICHARD JOHN HUGHES (IN THEIR CAPACITY AS VOLUNTARY
ADMINISTRATORS OF THE FIRST AND SECOND RESPONDENTS**

Third Respondent

20

TIGER AIRWAYS AUSTRALIA PTY LIMITED (ADMINISTRATORS APPOINTED)

Fourth Respondent

This and the following twenty-nine pages are Annexure F
referred to in the affidavit of Orfhlaith Maria McCoy

Affirmed on

Before me

APPLICATION FOR SPECIAL LEAVE TO APPEAL

The applicant applies for special leave to appeal from whole of the judgment of the Full Court of the Federal Court of Australia given on 7 October 2020.

Part I: Proposed grounds of appeal10 **Grounds**

1. The Full Court erred at FFC [106] by construing Art XI(2) of the *Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment (Protocol)* to mean that a debtor or insolvency administrator must do no more than that which is necessary to pass to the creditor the form of possession that the creditor could have taken in the exercise of a self-help right to take possession.
2. The Full Court erred by construing “*give possession*” to require only a mere “*opportunity to take possession*” (at FFC [101]), and erred by failing to apply Article XI(13) which imposed a mandatory condition upon the exercise of each remedy under Art XI, and when read with Art IX(3) deemed the exercise of a remedy in a manner consistent with the parties’ agreement to be commercially reasonable.
- 20 3. The Full Court erred at FFC [103], [105], [107] by impermissibly nullifying the debtor’s contractual obligation to redeliver and failing to recognise the priority afforded to creditors with an ‘*international interest*’ contrary to Art XI(9),(10),(12).

Orders sought

4. Appeal allowed.
5. Orders 1 to 4 of the Full Court of the Federal Court of Australia made on 7 October 2020 be set aside, and reinstate orders 5, 6 and 7 of the primary judge made in [2020] FCA 1269 (PJ).
- 30 6. The Respondents pay the Appellants’ costs of the appeal to this Court, and the costs of the proceedings before the Full Court.

Part II: Special leave questions

7. Does the obligation to “*give possession of the aircraft object to the creditor*” in Art XI(2) of the Protocol require a debtor or insolvency administrator to do no more than

that which is necessary to enable the creditor to exercise a self-help remedy to take possession of the aircraft objects?

8. Do Articles XI(13) and IX(3) apply to the exercise of the remedy under Art XI(2) of the Protocol, such that a creditor will act commercially reasonably if it seeks to be given physical possession in accordance with the redelivery obligations in the parties' agreement?

Part III: Argument in support of grant of special leave

Overview

- 10 9. By enacting the *International Interests in Mobile Equipment (Cape Town Convention) Act 2013* (Cth) (the **CTC Act**) the Commonwealth gave domestic effect to the Cape Town Convention and Protocol. The Recitals to the Convention made clear that its principal focus was to “*facilitate*” secured transactions “*by establishing clear rules to govern them*”. The Convention and the Protocol are both given force of law by section 7 of the CTC Act, and they prevail over any other domestic law to the extent of any inconsistency by section 8 of the CTC Act.
10. This application raises a point of international interest in the interpretation of the Convention and Protocol, Article XI of which had not previously been considered in detail by a Court of any Contracting State before this proceeding. An appeal would
20 be the first consideration by any ultimate appellate Court.
11. Three issues arise on the application. First, the Full Court incorrectly assumed that the Applicants case involved reading into Art XI(2) a contractual obligation to redeliver: FFC [94]. Instead the Applicants relied on Art XI(13) and Art IX(3) which together deem a request for redelivery in accordance with the contract to be commercially reasonable. The Full Court failed to consider Art XI(13) at all.
12. Second, the centrality of *physical* possession is overlooked in the Full Court’s account of Art XI(2) requiring only a mere transfer, perhaps, simply a disclaimer of possessory title and an opportunity to take physical possession. The centrality of physical possession is clear from the obligation in Art XI(5) upon the airline or
30 administrator to maintain (*physically*) the aircraft object up until the time physical possession is transferred.
13. Finally, the Full Court recognised the tension between the rights of secured creditors who hold an ‘*international interest*’ on the one hand, and of the general body of

creditors on the other: FFC [103]-[107]. However, the Full Court did not address the manner in which the Protocol expressly resolves that tension. Art XI(2) imposes a 60 waiting period on enforcement, but otherwise Art XI(9) ensures that no Convention or Protocol remedy “*may be prevented or delayed*” after the 60 days; Art XI(10) ensures that no obligation of a debtor under the agreement is modified without consent; and Art XI(12) ensures no rights or interests shall have priority over a registered interest. The Full Court ought to have been satisfied the Protocol intended for the commercially reasonable contracted redelivery obligation to be undertaken in priority to other claims.

10 **Background**

14. The factual and procedural background is straightforward. It is set out in the Full Court’s reasons at FFC [8]-[27]. As the Full Court observed at FFC [14], “*the question of construction to be resolved does not turn on any controversial fact.*”
15. The First and Second Applicants are the respective legal and beneficial owners of four aircraft engines (along with associated parts and records) leased to the First Respondent, and sub-leased to the Second and Fourth Respondents. The Third Respondent was appointed as the administrator of the other Respondents on 20 April 2020: FFC [8] and [13].
16. The Applicants have an aircraft operating lease that imposes on the lessees detailed return obligations in respect of the aircraft. The lessee is obliged to redeliver the leased equipment free of all liens (other than the lessor’s liens) to the delivery location described in the applicable lease, or such other location in the continental United States nominated by the lessor, or such other location as the parties may agree.¹ The leases designate a Florida address as the relevant delivery location (FFC [19]-[24]).
17. The appointment of the Third Respondent as administrator was an “*Event of Insolvency*” under the leases (engaging the contractual right to redelivery), and also an “*insolvency-related event*” within the meaning of Art XI(2) of the Protocol.
18. On 16 June 2020 the Applicants wrote to the Third Respondent seeking compliance with their obligations under Art XI(2) to “*give possession*”. On the same day the

¹ See cl 18.3(f) of the General Terms Lease Agreement: FFC [23].

Third Respondent issued a notice under s443B(3) of the *Corporations Act 2001* (Cth) disclaiming the leased property.

19. That is, the Respondents chose not to give possession in any practical or meaningful way. Instead, they elected to issue a notice under s443B of the *Corporations Act 2001* (Cth) which merely purported to disclaim legal possession of valuable jet engines still attached to aircraft operated by the lessee (and owned by third parties).
20. Recovery of the engines by the Applicants would have required many physical acts, including finding crew to operate ferry flights of at least one of the aircraft to a different location and undertaking significant engineering tasks to remove the engines from the four different aircraft on which they were mounted. The provision of the essential technical records (included in the definition of aircraft object: see Art I(2)(c) PJ [26]), was not addressed by the Respondents until the commencement of the proceedings below.
21. The Respondents having failed to “give” that possession, the Applicants approached the primary judge to seek that relief by way of curial intervention. Issue was joined as to the content of the obligation in Art XI(2): FFC [16].

Decision of the Primary Judge

22. Following an expedited hearing on 31 July 2020 the primary judge indicated the result. Following further hearings as to the form of orders, orders were made on 3 September 2020.
23. The primary judge considered the ordinary meaning of “give” in Art XI(2), which his Honour observed to be an active verb connoting positive action: PJ [92]. His Honour contrasted that with the phrase in Art XI(5) “*given the opportunity to take possession under paragraph 2*”. His Honour held that “*the opportunity to take possession*” can arise only once the administrator has *given* possession: PJ [93].
24. The primary judge held that Art XI(13) and IX(3) of the Aircraft Protocol require that the remedy available to the Applicants (ie their right to be in possession) must be exercised in a manner that is “*commercially reasonable*” (PJ [86]). This reasoning led his Honour to the conclusion that the aircraft objects were required to be redelivered to Florida in accordance with the underlying leases – there being no suggestion that that obligation is manifestly unreasonable: PJ [87]. The primary judge summarised the interplay between the requirement on the creditor to exercise its remedy reasonably, and the text of Art XI as follows PJ [110]:

this is not adding any words to the phrase in contention: it is merely explaining what is meant by that phrase in circumstances before the Court in these proceedings. In other words, the Respondents are to be given possession (by redelivery) in a manner consistent with the bargain between the parties. The remedy is exercised under Art XI by the Applicants requiring delivery in a commercially reasonable manner, which is the only requirement they can insist upon in exercising their remedy.

25. The primary judge concluded that such a construction was consistent with the objects and purpose of the Protocol (as enacted in Australian law). The primary judge
10 concluded that the “*give possession*” obligation was “*intended to be more onerous than would be required under any local law (such as an “as is where is” disclaimer by an administrator under s 443B), and the quid pro quo for those more onerous obligations is that airlines had access to cheaper finance*”: PJ [118].

Decision of the Full Court

26. An expedited hearing took place in the Full Court on 22 September 2020 and orders allowing the appeal were entered on 7 October 2020. Their Honours held that Art XI(2) provides nothing more than that the administrator “*must do that which is necessary to pass to the creditor the form of possession that the creditor could have taken in the exercise of the self-help right to possession*”: FFC [106].
- 20 27. The Full Court held that the primary judge had erred in applying the “*commercially reasonable*” standard in Art IX(3) to determine the content of the obligation in Art XI(2): FFC [101]. For the Full Court, the underlying contract between the parties was irrelevant to the obligation in Art XI(2). Their Honours held that Art XI(5) supported their interpretation of Art XI(2), construing the words “*given the opportunity to take possession*” in the former as signalling the content of the obligation imposed by the words “*give possession*” in the latter: FFC [95]-[96].
28. The practical effect of the Full Court’s decision is that Art XI(2) is indistinguishable from the creditor’s existing rights to a “*self-help*” remedy to retrieve the aircraft object wherever in the world it happens to be: see FFC [106]. The administrator’s
30 obligations are fulfilled, on the Full Court’s reading, by simply making the property available to the creditor, perhaps merely by not impeding the creditor from retrieving the aircraft object.
29. It followed on the Full Court’s view that the “*commercially reasonable*” constraint in Art IX(3) only: “*qualif[ies] the manner in which the self-help right to take possession and the right to enforce the agreement to the extent permitted by domestic*

law may be exercised”: FFC [90]. The Full Court did not consider Arts XI(13), or XI(8) and erred in its consideration of the effect of Art IX(3).

30. The Full Court recorded the reasons of the primary judge that dealt with Art XI(13): FFC [52]; and Respondents’ submission on the issue: FFC [69]. But the Full Court failed to record the Applicants’ submissions in that respect.

31. Inexplicably, the Full Court concluded that Art XI(10) “*imposes constraints*” on the enforcement of redelivery obligations: FFC [107]. Further, the Full Court reasoned that construing Art XI(2) to permit the survival of redelivery obligations on a debtor, even after entry into administration, would result in a “*reworking of generally accepted principles of insolvency law*”: FFC [105].

Proposed argument on appeal

32. Article XI provides relevantly as follows:

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall, subject to paragraph 7, give possession of the aircraft object to the creditor no later than the earlier of:

(a) the end of the waiting period; and

(b) the date on which the creditor would be entitled to possession of the aircraft object if this Article did not apply.

...

5. Unless and until the creditor is given the opportunity to take possession under paragraph 2:

(a) the insolvency administrator or the debtor, as applicable, shall preserve the aircraft object and maintain it and its value in accordance with the agreement; and

(b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.

...

7. The insolvency administrator or the debtor, as applicable, may retain possession of the aircraft object where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.

8. With regard to the remedies in Article IX(1):

(a) they shall be made available by the registry authority and the administrative authorities in a Contracting State, as applicable, no later than five working days after the date on which the creditor notifies such authorities that it is entitled to procure those remedies in accordance with the Convention; and

(b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.

9. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.

10. No obligations of the debtor under the agreement may be modified without the consent of the creditor.

11. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.

12. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1), shall have priority in insolvency proceedings over registered interests.

13. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.

Article XI(13) was not considered by the Full Court

- 10 33. The Full Court wrongly concluded that for the Applicants to prevail, it would be necessary to read into Art XI(2) the words: “*in accordance with the agreement between the parties*”: FFC [94]. That error arose from the Full Court’s failure to consider Art XI(13).
34. Art XI(13) imposes a mandatory condition upon the exercise of all remedies under the Alternative A Art XI: “[*t*]he Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article” (emphasis added). The words “*shall apply*” clearly describes a condition or constraint upon the exercise of “*any remedies*” under Art XI. The earlier words in Art XI(13) describe the nature of the constraint. By reference to Art IX of the Protocol that constraint is the requirement to be “*commercially reasonable*”.
- 20 35. Article IX(3) does three distinct things. First, it disapplies the distinction between secured creditors and lessors derived from Art 8(3) of the Convention. Second, it imposes a requirement that any remedy shall be exercised in a commercially reasonable manner. Third, the final sentence of Art IX(3) establishes a safe harbour provision by, providing that “*a remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.*” (There was no suggestion in this case that the redelivery obligations in the leases were manifestly unreasonable.)
- 30 36. Expressed more simply Art XI(13) when read with Art IX(3) in effect says: “*insofar as Article IX(3) modified the Convention by imposing a commercial reasonableness constraint on the exercise of remedies under the Protocol, so too will that constraint apply to any remedy in Article XI*”.
37. In the context of Art XI(13) “*exercising*” a remedy should be interpreted as “*invoking*” or “*seeking*” a remedy. The effect of Art XI(13) is that a creditor was not at liberty to demand any unreasonable form of transfer of possession, in any location.

The parties have certainty as to the limits of the obligation because a request for redelivery “*in conformity with a provision of the agreement*” will be deemed to be commercially reasonable: Art IX(3).

38. Although not recorded by the Full Court, the Applicants had submitted that the Respondents’ approach (recorded at FFC [69]) left almost no work for Art XI(13).

39. As a matter of construction, it ought to be remembered that Art XI is entitled “*Remedies on insolvency*” (plural). Art XI(13) is directed to the “*exercise of any remedies under this Article*” (plural). The Respondents’ construction led to the incongruous result that Art XI contains only one true “*remedy*” which must be
10 “*exercised*” pursuant to the “*commercially reasonable*” constraint, being the last-resort remedy of deregistration and export: Arts XI(8) (and IX(1)).

40. If the Full Court’s interpretation is correct, there was no need for the Art XI(2) obligation to “*give possession*” – Art XI(8) already afforded a means to “*take*” possession. There was further no need to draft Art XI(13) that expressly imposed the commercial reasonableness obligation on “*any*” of the remedies on insolvency in Art XI.

The ordinary meaning of “give possession”

41. Article XI(2) imposes a limitation on the rights of creditors who hold an
20 “*international interest*” by imposing a moratorium on enforcement for ‘the waiting period’: Art XI(3).

42. Upon the expiration of the waiting period (declared by Australia to be 60 days), the debtor/lessee and the insolvency administration are required by mandatory language (“*shall*”) to “*give possession of the aircraft object to the creditor*”.

43. As to “*possession*”. The obligation to “*give possession*” cannot be narrowed from its natural meaning by supposing that “*possession*” in the context of the Convention and Protocol is something short of physical possession. It is the *physical* possession of an aircraft object (for use by an airline) that is the genesis of a commercial bargain between a lessor and lessee.

44. Articles 2 and 7 of the Convention establish an “*international interest*” that vests in
30 a lessor of a “*leasing agreement*”- defined to mean an agreement by which a lessor “*grants a right to possession or control of an object*”: Art1(q).

45. By contrast, Art XI(2) does not require merely that a lessee relinquish its “*right to possession*”. But rather by mandatory language requires that it “*give possession*” to the creditor.
46. As to the “*give*”. The Full Court at FFC [101] had read into Art XI(2) words that were not apparent to reduce it to an obligation to “*give the opportunity to take possession*”.
47. The Full Court fell into error in construing the relationship between Arts XI(2) and XI(5). At FFC [95] their Honours reasoned that the words in Art XI(5) “[*u*]nless and until the creditor is given the opportunity to take possession under paragraph 2”
10 confirms that the content of Art XI(2) is merely to confer a self-help remedy on the part of the creditor to retrieve its aircraft object from wherever it happens to be. That is not so.
48. Those words in Art XI(5) are in no way inconsistent with the Applicants’ contentions. Article XI(5) does no more than signify the giving of possession as the precursor to the creditor taking it. Article XI(5) does not diminish or otherwise qualify the content of the primary obligation found in Art XI(2). Instead Art XI(5) is concerned with the debtor’s obligation to maintain the objects while they remain in *physical* possession. As the primary judge concluded at PJ [93]:
20
- This contrast in context supports the interpretation that “*give possession*” is the positive act of giving, and not merely giving an opportunity to take possession. The opportunity to “*take*” arises only after the debtor has “*given*” possession. That is consistent with the ordinary meaning of the phrase “*give possession*” and the notion of passive receipt by the taker.
49. The Full Court erred by assimilating the command to “*give*” possession, with the opportunity to take it. The same error lay at the heart of its (erroneous) assimilation of the quite different obligations required of administrators or airlines in the Alternative A & Alternative B of the Protocol: FFC [96].
50. Such an approach is also inconsistent with the equally authoritative French text (see Art XXXVII) of Art XI(2) which requires “*restitue, le bien aéronautique au créancier*” (akin to return or restore the aircraft object to the creditor); while
30 Alternative A Art XI(5): “*Aussi longtemps que le créancier n’a pas eu la possibilité d’obtenir la possession*” (akin to “*as long as the creditor has not had the opportunity to obtain possession*”).

51. The Courts of any Contracting State should be wary of the legal superstructure imposed on the English words “*give possession*” which splits Art XI(2) into two “*remedies*” being the debtor “*giving*” and the creditor “*taking*” only the last of which attracts the “*commercially reasonable*” constraint (cf Respondent’s submission at FFC [106]). That type of reasoning could lead to decisions with an Anglophone or common law bent, not readily capable of broader application.

The priority of the international interest

- 10 52. As the Recitals make clear, the contractual (and secured) rights of lessors are the very subject matter of the Convention. It is those contractual rights which the Protocol sought to protect especially in cases of insolvency.
53. The Commonwealth enacted the Protocol and Convention in an attempt to improve the flow of finance to the aviation industry in Australia by providing a means for recognition of international interests in aircraft objects. The Parliamentary Second Reading Speech explains the preferential finance arrangements expected to flow to Australian airlines (including, expressly, the Virgin group) (see PJ [115]).
- 20 54. The text of Art XI makes clear its deference for the parties’ contractual bargain establishing the international interest (beyond Art XI(13): PJ [107]). Article XI(5) imposes ongoing maintenance obligations upon the administrators to maintain the value of the object “*in accordance with the agreement*”. The only way for a debtor to avoid the Art XI(2) obligation is provided by Art XI(7) which requires all defaults under the agreement to be cured, and agreement to perform future obligations “*under the agreement*”.
55. Art XI(9) ensures that no Convention or Protocol remedy “*may be prevented or delayed*” after the 60 days; Art XI(10) ensures that “[n]o obligations of the debtor under the agreement may be modified without the consent of the creditor”; and Art XI(12) ensures no rights or interests shall have priority over a registered interest (save for statutory liens declared by the Commonwealth Government to be Air Services liens).
- 30 56. The leases in the present case contain common prescriptive redelivery requirements. The commercial purpose of such terms is obvious: leaving these mobile assets to be surrendered wherever they happen to be in the world on an “*as is, where is*” basis upon insolvency leaves the lessor in a vulnerable and unpredictable position.
57. Without any explanation the Full Court concluded at FFC [107]:

Art XI(10) instead imposes constraints upon the enforcement of those obligations, and makes clear that if a domestic insolvency regime otherwise permitted a court to modify the agreement, it may no longer do so.

58. With respect, Art XI(10) is incapable of yielding any interpretation that would support the conclusion that it imposes constraints upon enforcement of agreed obligations upon insolvency.
59. The Full Court's reasoning does not account for why the Protocol would make expressly clear that a debtor's obligations are unmodified, but at the same time (one assumes implicitly) restricts the creditor's enforcement of such rights.
- 10 60. Instead, the Full Court's reasoning upsets the balance between the rights of lessors who hold an international interest and the rights of airline lessees.
61. Contrary to FFC [103], [105] it was "*tolerably clear*" that the Protocol was intended to provide priority to the claims of aircraft lessors. The text of Art XI(9),(10),(12),(13) indicated that aircraft creditors with an international interest were intended to obtain priority for their claims, that the contractual obligation on the debtor survived insolvency, and that a debtor who invoked Art XI(2) in a manner consistent with the contractual regime for redelivery would be deemed to be acting commercially reasonably.
- 20 62. As the primary judge found at PJ [108], an approach which respects and preserves the underlying contractual rights and obligations of the parties "*is consistent with the text of context of Art XI ... even if it comes at the cost of other creditors*".

Part IV: order for costs

63. No special costs order is sought.

Part V: List of authorities

64. The text of the Convention and Protocol.

30

Part VI: Statutory provisions

65. The relevant statutory provisions are annexed.

Dated 3 November 2020



.....
Noel McCoy

This application is settled by

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10 To:

VB Leaseco Pty Ltd (administrators appointed) ACN 134 268 741 (**First Respondent**)

Virgin Australia Airlines Pty Ltd (administrators appointed) ACN 090 670 965 (**Second Respondent**)

Vaughan Neil Strawbridge, John Lethbridge Greig, Salvatore Algeri and Richard John Hughes (in their capacity as voluntary administrators of the First and Second Respondents) (**Third Respondent**)

Tiger Airways Australia Pty Limited (administrators appointed) (**Fourth Respondent**).

20 **TAKE NOTICE:** Before taking any step in the proceedings you must, within **14 DAYS** after service of this application, enter an appearance and serve a copy on the applicant.

The applicant is represented by Norton Rose Fulbright Australia.

ANNEXURE

International Interests in Mobile Equipment (Cape Town Convention) Act 2013 (Cth).

7 Convention and Protocol to have force of law

The Convention and the Protocol have the force of law as part of the law of the Commonwealth, so far as they relate to Australia.

10 Date of commencement: 1 September 2015

8 Convention and Protocol to prevail

The provisions of the Convention and the Protocol prevail over any law of the Commonwealth (other than this Act), and any law of a State or Territory, to the extent of any inconsistency.

Date of commencement: 1 September 2015

20 *Convention on International Interests in Mobile Equipment*

THE STATES PARTIES TO THIS CONVENTION,

AWARE of the need to acquire and use mobile equipment of high value or particular economic significance and to facilitate the financing of the acquisition and use of such equipment in an efficient manner,

30 RECOGNISING the advantages of asset-based financing and leasing for this purpose and desiring to facilitate these types of transaction by establishing clear rules to govern them,

MINDFUL of the need to ensure that interests in such equipment are recognised and protected universally,

DESIRING to provide broad and mutual economic benefits for all interested parties,

40 BELIEVING that such rules must reflect the principles underlying asset-based financing and leasing and promote the autonomy of the parties necessary in these transactions,

CONSCIOUS of the need to establish a legal framework for international interests in such equipment and for that purpose to create an international registration system for their protection,

TAKING INTO CONSIDERATION the objectives and principles enunciated in existing Conventions relating to such equipment,

HAVE AGREED upon the following provisions:

Chapter I

Sphere of application and general provisions

Article 1 – Definitions

- 10 In this Convention, except where the context otherwise requires, the following terms are employed with the meanings set out below:
- (a) “agreement” means a security agreement, a title reservation agreement or a leasing agreement;
- ...
- (i) “creditor” means a chargee under a security agreement, a conditional seller under a title reservation agreement or a lessor under a leasing agreement;
- 20 (j) “debtor” means a chargor under a security agreement, a conditional buyer under a title reservation agreement, a lessee under a leasing agreement or a person whose interest in an object is burdened by a registrable non-consensual right or interest;
- (k) “insolvency administrator” means a person authorised to administer the reorganisation or liquidation, including one authorised on an interim basis, and includes a debtor in possession if permitted by the applicable insolvency law;
- 30 (l) “insolvency proceedings” means bankruptcy, liquidation or other collective judicial or administrative proceedings, including interim proceedings, in which the assets and affairs of the debtor are subject to control or supervision by a court for the purposes of reorganisation or liquidation;
- ...
- (o) “international interest” means an interest held by a creditor to which Article 2 applies;
- 40 ...
- (q) “leasing agreement” means an agreement by which one person (the lessor) grants a right to possession or control of an object (with or without an option to purchase) to another person (the lessee) in return for a rental or other payment;
- ...
- (aa) “Protocol” means, in respect of any category of object and associated rights to which this Convention applies, the Protocol in respect of that
- 50 category of object and associated rights;

...

(cc) “registered interest” means an international interest, a registrable non-consensual right or interest or a national interest specified in a notice of a national interest registered pursuant to Chapter V;

...

(hh) “secured obligation” means an obligation secured by a security interest;

10

(ii) “security agreement” means an agreement by which a chargor grants or agrees to grant to a chargee an interest (including an ownership interest) in or over an object to secure the performance of any existing or future obligation of the chargor or a third person;

(jj) “security interest” means an interest created by a security agreement;

Article 2 – The international interest

20

2. For the purposes of this Convention, an international interest in mobile equipment is an interest, constituted under Article 7, in a uniquely identifiable object of a category of such objects listed in paragraph 3 and designated in the Protocol:

- (a) granted by the chargor under a security agreement;
- (b) vested in a person who is the conditional seller under a title reservation agreement; or
- (c) vested in a person who is the lessor under a leasing agreement.

30

Article 3 — Sphere of application

- 1. This Convention applies when, at the time of the conclusion of the agreement creating or providing for the international interest, the debtor is situated in a Contracting State.
- 2. The fact that the creditor is situated in a non-Contracting State does not affect the applicability of this Convention.

40

Article 5 – Interpretation and applicable law

- 1. In the interpretation of this Convention, regard is to be had to its purposes as set forth in the preamble, to its international character and to the need to promote uniformity and predictability in its application.
- 2. Questions concerning matters governed by this Convention which are not expressly settled in it are to be settled in conformity with the general principles on which it is based or, in the absence of such principles, in conformity with the applicable law.

3. References to the applicable law are to the domestic rules of the law applicable by virtue of the rules of private international law of the forum State.
4. Where a State comprises several territorial units, each of which has its own rules of law in respect of the matter to be decided, and where there is no indication of the relevant territorial unit, the law of that State decides which is the territorial unit whose rules shall govern. In the absence of any such rule, the law of the territorial unit with which the case is most closely connected shall apply.

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Article 6 – relationship between the Convention and the Protocol

1. This Convention and the Protocol shall be read and interpreted together as a single instrument.
2. To the extent of any inconsistency between this Convention and the Protocol, the Protocol shall prevail.

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Chapter II

Constitution of an international interest

Article 7 — Formal requirements

An interest is constituted as an international interest under this Convention where the agreement creating or providing for the interest:

- (a) is in writing;
- (b) relates to an object of which the chargor, conditional seller or lessor has power to dispose;
- (c) enables the object to be identified in conformity with the Protocol; and
- (d) in the case of a security agreement, enables the secured obligations to be determined, but without the need to state a sum or maximum sum secured.

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Chapter III

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Default Remedies

Article 8 – Remedies of chargee

1. In the event of default as provided in Article 11, the chargee may, to the extent that the chargor has at any time so agreed and subject to any declaration that may be made by a Contracting State under Article 54, exercise any one or more of the following remedies:

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- (a) take possession or control of any object charged to it;

- (b) sell or grant a lease of any such object;
 - (c) collect or receive any income or profits arising from the management or use of any such object.
2. The chargee may alternatively apply for a court order authorising or directing any of the acts referred to in the preceding paragraph.
 - 10 3. Any remedy set out in sub-paragraph (a), (b) or (c) of paragraph 1 or by Article 13 shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised in conformity with a provision of the security agreement except where such a provision is manifestly unreasonable.
 4. A chargee proposing to sell or grant a lease of an object under paragraph 1 shall give reasonable prior notice in writing of the proposed sale or lease to:
 - 20 (a) interested persons specified in Article 1(m)(i) and (ii); and
 - (b) interested persons specified in Article 1(m)(iii) who have given notice of their rights to the chargee within a reasonable time prior to the sale or lease.
 5. Any sum collected or received by the chargee as a result of exercise of any of the remedies set out in paragraph 1 or 2 shall be applied towards discharge of the amount of the secured obligations.
 - 30 6. Where the sums collected or received by the chargee as a result of the exercise of any remedy set out in paragraph 1 or 2 exceed the amount secured by the security interest and any reasonable costs incurred in the exercise of any such remedy, then unless otherwise ordered by the court the chargee shall distribute the surplus among holders of subsequently ranking interests which have been registered or of which the chargee has been given notice, in order of priority, and pay any remaining balance to the chargor.

Article 9 – Vesting of object in satisfaction; redemption

- 40 1. At any time after default as provided in Article 11, the chargee and all the interested persons may agree that ownership of (or any other interest of the chargor in) any object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.
2. The court may on the application of the chargee order that ownership of (or any other interest of the chargor in) any object covered by the security interest shall vest in the chargee in or towards satisfaction of the secured obligations.
3. The court shall grant an application under the preceding paragraph only if the amount of the secured obligations to be satisfied by such vesting is

commensurate with the value of the object after taking account of any payment to be made by the chargee to any of the interested persons.

4. At any time after default as provided in Article 11 and before sale of the charged object or the making of an order under paragraph 2, the chargor or any interested person may discharge the security interest by paying in full the amount secured, subject to any lease granted by the chargee under Article 8(1)(b) or ordered under Article 8(2). Where, after such default, the payment of the amount secured is made in full by an interested person other than the debtor, that person is subrogated to the rights of the chargee.
5. Ownership or any other interest of the chargor passing on a sale under Article 8(1)(b) or passing under paragraph 1 or 2 of this Article is free from any other interest over which the chargee's security interest has priority under the provisions of Article 29.

Article 10 – Remedies of conditional seller or lessor

In the event of default under a title reservation agreement or under a leasing agreement as provided in Article 11, the conditional seller or the lessor, as the case may be, may:

- (a) subject to any declaration that may be made by a Contracting State under Article 54, terminate the agreement and take possession or control of any object to which the agreement relates; or
- (b) apply for a court order authorising or directing either of these acts.

Article 11 – Meaning of Default

1. The debtor and the creditor may at any time agree in writing as to the events that constitute a default or otherwise give rise to the rights and remedies specified in Articles 8 to 10 and 13.
2. Where the debtor and the creditor have not so agreed, "default" for the purposes of Articles 8 to 10 and 13 means a default which substantially deprives the creditor of what it is entitled to expect under the agreement.

Article 12 – Additional remedies

Any additional remedies permitted by the applicable law, including any remedies agreed upon by the parties, may be exercised to the extent that they are not inconsistent with the mandatory provisions of this Chapter as set out in Article 15.

Article 13 – Relief pending final determination

1. Subject to any declaration that it may make under Article 55, a Contracting State shall ensure that a creditor who adduces evidence of default by the debtor may, pending final determination of its claim and to the extent that

the debtor has at any time so agreed, obtain from a court speedy relief in the form of such one or more of the following orders as the creditor requests:

- (a) preservation of the object and its value;
 - (b) possession, control or custody of the object;
 - (c) immobilisation of the object; and
 - 10 (d) lease or, except where covered by sub-paragraphs (a) to (c), management of the object and the income therefrom.
2. In making any order under the preceding paragraph, the court may impose such terms as it considers necessary to protect the interested persons in the event that the creditor:
 - (a) in implementing any order granting such relief, fails to perform any of its obligations to the debtor under this Convention or the
20 Protocol; or
 - (b) fails to establish its claim, wholly or in part, on the final determination of that claim.
 3. Before making any order under paragraph 1, the court may require notice of the request to be given to any of the interested persons.
 4. Nothing in this Article affects the application of Article 8(3) or limits the availability of forms of interim relief other than those set out in paragraph 1.

30 **Article 14 – Procedural requirements**

Subject to Article 54(2), any remedy provided by this Chapter shall be exercised in conformity with the procedure prescribed by the law of the place where the remedy is to be exercised.

Article 15 – Derogation

40 In their relations with each other, any two or more of the parties referred to in this Chapter may at any time, by agreement in writing, derogate from or vary the effect of any of the preceding provisions of this Chapter except Articles 8(3) to (6), 9(3) and (4), 13(2) and 14.

Chapter VIII

Effects of an international interest as against third parties

Article 30 – Effects of insolvency

1. In insolvency proceedings against the debtor an international interest is effective if prior to the commencement of the insolvency proceedings that interest was registered in conformity with this Convention.
2. Nothing in this Article impairs the effectiveness of an international interest in the insolvency proceedings where that interest is effective under the applicable law.
3. Nothing in this Article affects:
 - (a) any rules of law applicable in insolvency proceedings relating to the avoidance of a transaction as a preference or a transfer in fraud of creditors; or
 - (b) any rules of procedure relating to the enforcement of rights to property which is under the control or supervision of the insolvency administrator.

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Chapter X

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Rights or interests subject to declarations by Contracting States

Article 39 – Rights having priority without registration

1. A Contracting State may at any time, in a declaration deposited with the Depository of the Protocol declare, generally or specifically:
 - (a) those categories of non-consensual right or interest (other than a right or interest to which Article 40 applies) which under that State's law have priority over an interest in an object equivalent to that of the holder of a registered international interest and which shall have priority over a registered international interest, whether in or outside insolvency proceedings; and
 - (b) that nothing in this Convention shall affect the right of a State or State entity, intergovernmental organisation or other private provider of public services to arrest or detain an object under the laws of that State for payment of amounts owed to such entity, organisation or provider directly relating to those services in respect of that object or another object.
2. A declaration made under the preceding paragraph may be expressed to cover categories that are created after the deposit of that declaration.
3. A non-consensual right or interest has priority over an international interest if and only if the former is of a category covered by a declaration deposited prior to the registration of the international interest.
4. Notwithstanding the preceding paragraph, a Contracting State may, at the time of ratification, acceptance, approval of, or accession to the Protocol, declare that a right or interest of a category covered by a declaration made

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under sub-paragraph (a) of paragraph 1 shall have priority over an international interest registered prior to the date of such ratification, acceptance, approval or accession.

Protocol to the Convention on International Interests in Mobile Equipment on Matters Specific to Aircraft Equipment.

THE STATES PARTIES TO THIS PROTOCOL,

10 CONSIDERING it necessary to implement the Convention on International Interests in Mobile Equipment (hereinafter referred to as “the Convention”) as it relates to aircraft equipment, in the light of the purposes set out in the preamble to the Convention,

MINDFUL of the need to adapt the Convention to meet the particular requirements of aircraft finance and to extend the sphere of application of the Convention to include contracts of sale of aircraft equipment,

20 MINDFUL of the principles and objectives of the Convention on International Civil Aviation, signed at Chicago on 7 December 1944,

HAVE AGREED upon the following provisions relating to aircraft equipment:

Chapter I

Sphere of application and general provisions

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Article I – Defined terms

1. In this Protocol, except where the context otherwise requires, terms used in it have the meanings set out in the Convention.
2. In this Protocol the following terms are employed with the meanings set out below:

40 (a) “aircraft” means aircraft as defined for the purposes of the Chicago Convention which are either airframes with aircraft engines installed thereon or helicopters;

(b) “aircraft engines” means aircraft engines (other than those used in military, customs or police services) powered by jet propulsion or turbine or piston technology and:

(i) in the case of jet propulsion aircraft engines, have at least 1750 lb of thrust or its equivalent; and

50 (ii) in the case of turbine-powered or piston-powered aircraft engines, have at least 550 rated take-off shaft horsepower or its equivalent,

together with all modules and other installed, incorporated or attached accessories, parts and equipment and all data, manuals and records relating thereto;

(c) “aircraft objects” means airframes, aircraft engines and helicopters;

...

10 (e) “airframes” means airframes (other than those used in military, customs or police services) that, when appropriate aircraft engines are installed thereon, are type certified by the competent aviation authority to transport:

(i) at least eight (8) persons including crew; or

(ii) goods in excess of 2750 kilograms,

together with all installed, incorporated or attached accessories, parts and equipment (other than aircraft engines), and all data, manuals and records relating thereto;

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...

(i) “de-registration of the aircraft” means deletion or removal of the registration of the aircraft from its aircraft register in accordance with the Chicago Convention;

....

(m) “insolvency-related event” means:

(i) the commencement of the insolvency proceedings; or

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(ii) the declared intention to suspend or actual suspension of payments by the debtor where the creditor’s right to institute insolvency proceedings against the debtor or to exercise remedies under the Convention is prevented or suspended by law or State action;

(n) “primary insolvency jurisdiction” means the Contracting State in which the centre of the debtor’s main interests is situated, which for this purpose shall be deemed to be the place of the debtor’s statutory seat or, if there is none, the place where the debtor is incorporated or formed, unless proved otherwise;

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Article II — Application of Convention as regards aircraft objects

1. The Convention shall apply in relation to aircraft objects as provided by the terms of this Protocol.
2. The Convention and this Protocol shall be known as the Convention on International Interests in Mobile Equipment as applied to aircraft objects.

Article IV — Sphere of application

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1. Without prejudice to Article 3(1) of the Convention, the Convention shall also apply in relation to a helicopter, or to an airframe pertaining to an aircraft, registered in an aircraft register of a Contracting State which is the State of registry, and where such registration is made pursuant to an agreement for registration of the aircraft it is deemed to have been effected at the time of the agreement.
2. For the purposes of the definition of “internal transaction” in Article 1 of the Convention:
 - (a) an airframe is located in the State of registry of the aircraft of which it is a part;
 - (b) an aircraft engine is located in the State of registry of the aircraft on which it is installed or, if it is not installed on an aircraft, where it is physically located; and
 - (c) a helicopter is located in its State of registry,at the time of the conclusion of the agreement creating or providing for the interest.
3. The parties may, by agreement in writing, exclude the application of Article XI and, in their relations with each other, derogate from or vary the effect of any of the provisions of this Protocol except Article IX (2)-(4).

Chapter II

Default remedies, priorities and assignments

Article IX – Modification of default remedies provisions

1. In addition to the remedies specified in Chapter III of the Convention, the creditor may, to the extent that the debtor has at any time so agreed and in the circumstances specified in that Chapter:
 - (a) procure the de-registration of the aircraft; and
 - (b) procure the export and physical transfer of the aircraft object from the territory in which it is situated.
2. The creditor shall not exercise the remedies specified in the preceding paragraph without the prior consent in writing of the holder of any registered interest ranking in priority to that of the creditor.
3. Article 8(3) of the Convention shall not apply to aircraft objects. Any remedy given by the Convention in relation to an aircraft object shall be exercised in a commercially reasonable manner. A remedy shall be deemed to be exercised in a commercially reasonable manner where it is exercised

in conformity with a provision of the agreement except where such a provision is manifestly unreasonable.

4. A chargee giving ten or more working days' prior written notice of a proposed sale or lease to interested persons shall be deemed to satisfy the requirement of providing "reasonable prior notice" specified in Article 8(4) of the Convention. The foregoing shall not prevent a chargee and a chargor or a guarantor from agreeing to a longer period of prior notice.
- 10 5. The registry authority in a Contracting State shall, subject to any applicable safety laws and regulations, honour a request for de-registration and export if:
- (a) the request is properly submitted by the authorised party under a recorded irrevocable deregistration and export request authorisation; and
- 20 (b) the authorised party certifies to the registry authority, if required by that authority, that all registered interests ranking in priority to that of the creditor in whose favour the authorisation has been issued have been discharged or that the holders of such interests have consented to the de-registration and export.
6. A chargee proposing to procure the de-registration and export of an aircraft under paragraph 1 otherwise than pursuant to a court order shall give reasonable prior notice in writing of the proposed deregistration and export to:
- 30 (a) interested persons specified in Article 1(m)(i) and (ii) of the Convention; and
- (b) interested persons specified in Article 1(m)(iii) of the Convention who have given notice of their rights to the chargee within a reasonable time prior to the de-registration and export.

Article XI – Remedies on insolvency

1. This Article applies only where a Contracting State that is the primary insolvency jurisdiction has made a declaration pursuant to Article XXX(3).

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Alternative A

2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, shall, subject to paragraph 7, give possession of the aircraft object to the creditor no later than the earlier of:
- (a) the end of the waiting period; and
- 50 (b) the date on which the creditor would be entitled to possession of the aircraft object if this Article did not apply.

3. For the purposes of this Article, the “waiting period” shall be the period specified in a declaration of the Contracting State which is the primary insolvency jurisdiction.
4. References in this Article to the “insolvency administrator” shall be to that person in its official, not in its personal, capacity.
- 10 5. Unless and until the creditor is given the opportunity to take possession under paragraph 2:
 - (a) the insolvency administrator or the debtor, as applicable, shall preserve the aircraft object and maintain it and its value in accordance with the agreement; and
 - (b) the creditor shall be entitled to apply for any other forms of interim relief available under the applicable law.
- 20 6. Sub-paragraph (a) of the preceding paragraph shall not preclude the use of the aircraft object under arrangements designed to preserve the aircraft object and maintain it and its value.
7. The insolvency administrator or the debtor, as applicable, may retain possession of the aircraft object where, by the time specified in paragraph 2, it has cured all defaults other than a default constituted by the opening of insolvency proceedings and has agreed to perform all future obligations under the agreement. A second waiting period shall not apply in respect of a default in the performance of such future obligations.
- 30 8. With regard to the remedies in Article IX(1):
 - (a) they shall be made available by the registry authority and the administrative authorities in a Contracting State, as applicable, no later than five working days after the date on which the creditor notifies such authorities that it is entitled to procure those remedies in accordance with the Convention; and
 - (b) the applicable authorities shall expeditiously co-operate with and assist the creditor in the exercise of such remedies in conformity with the applicable aviation safety laws and regulations.
- 40 9. No exercise of remedies permitted by the Convention or this Protocol may be prevented or delayed after the date specified in paragraph 2.
10. No obligations of the debtor under the agreement may be modified without the consent of the creditor.
- 50 11. Nothing in the preceding paragraph shall be construed to affect the authority, if any, of the insolvency administrator under the applicable law to terminate the agreement.

12. No rights or interests, except for non-consensual rights or interests of a category covered by a declaration pursuant to Article 39(1), shall have priority in insolvency proceedings over registered interests.
13. The Convention as modified by Article IX of this Protocol shall apply to the exercise of any remedies under this Article.

Alternative B

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2. Upon the occurrence of an insolvency-related event, the insolvency administrator or the debtor, as applicable, upon the request of the creditor, shall give notice to the creditor within the time specified in a declaration of a Contracting State pursuant to Article XXX(3) whether it will:

- (a) cure all defaults other than a default constituted by the opening of insolvency proceedings and agree to perform all future obligations, under the agreement and related transaction documents; or

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- (b) give the creditor the opportunity to take possession of the aircraft object, in accordance with the applicable law.

3. The applicable law referred to in sub-paragraph (b) of the preceding paragraph may permit the court to require the taking of any additional step or the provision of any additional guarantee.

4. The creditor shall provide evidence of its claims and proof that its international interest has been registered.

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5. If the insolvency administrator or the debtor, as applicable, does not give notice in conformity with paragraph 2, or when the insolvency administrator or the debtor has declared that it will give the creditor the opportunity to take possession of the aircraft object but fails to do so, the court may permit the creditor to take possession of the aircraft object upon such terms as the court may order and may require the taking of any additional step or the provision of any additional guarantee.

6. The aircraft object shall not be sold pending a decision by a court regarding the claim and the international interest.

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Article XII – insolvency assistance

1. This Article applies only where a Contracting State has made a declaration pursuant to Article XXX(1).

2. The courts of a Contracting State in which an aircraft object is situated shall, in accordance with the law of the Contracting State, co-operate to the maximum extent possible with foreign courts and foreign insolvency administrators in carrying out the provisions of Article XI.

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Article XXXVII — Depositary and its functions

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10 DONE at Cape Town, this sixteenth day of November, two thousand and one, in a single original in the English, Arabic, Chinese, French, Russian and Spanish languages, all texts being equally authentic, such authenticity to take effect upon verification by the Joint Secretariat of the Conference under the authority of the President of the Conference within ninety days hereof as to the conformity of the texts with one another.

Protocole portant sur les questions spécifiques aux matériels d'équipement aéronautiques a la convention relative aux garanties internationales portant sur des matériels d'équipement mobiles**Article XI — Mesures en cas d'insolvabilité**

20 1. Le présent article ne s'applique que lorsqu'un État contractant qui est le ressort principal de l'insolvabilité a fait une déclaration en vertu du paragraphe 3 de l'article XXX.

Variante A

2. Lorsque survient une situation d'insolvabilité et sous réserve du paragraphe 7, l'administrateur d'insolvabilité ou le débiteur, selon le cas, restitue, le bien aéronautique au créancier au plus tard à la première des deux dates suivantes:

30 (a) la fin du délai d'attente; ou

(b) la date à laquelle le créancier aurait droit à la possession du bien aéronautique si le présent article ne s'appliquait pas.

3. Aux fins du présent article, le "délai d'attente" désigne le délai qui est précisé dans la déclaration de l'État contractant du ressort principal de l'insolvabilité.

40 4. Les références faites au présent article à l' "administrateur d'insolvabilité" concernent cette personne, en sa qualité officielle et non personnelle.

5. Aussi longtemps que le créancier n'a pas eu la possibilité d'obtenir la possession du bien en vertu du paragraphe 2:

(a) l'administrateur d'insolvabilité ou le débiteur, selon le cas, préserve et entretient le bien aéronautique et en conserve sa valeur conformément au contrat; et

50 (b) le créancier peut demander toute autre mesure provisoire disponible en vertu de la loi applicable.

6. Les dispositions de l'alinéa a) du paragraphe précédent n'excluent pas l'utilisation du bien aéronautique en vertu d'accords conclus en vue de préserver et entretenir le bien aéronautique et d'en conserver sa valeur.
7. L'administrateur d'insolvabilité ou le débiteur, selon le cas, peut garder la possession du bien aéronautique lorsque, au plus tard à la date fixée au paragraphe 2, il a remédié aux manquements, autres que ceux dus à l'ouverture des procédures d'insolvabilité, et s'est engagé à exécuter toutes les obligations à venir, conformément au contrat. Un second délai d'attente ne s'applique pas en cas de manquement dans l'exécution de ces obligations à venir.
8. Les mesures visées au paragraphe 1 de l'article IX:
- (a) doivent être rendues disponibles dans un État contractant par l'autorité du registre et les autorités administratives compétentes, selon le cas, dans les cinq jours ouvrables suivant la date à laquelle le créancier a notifié à ces autorités qu'il est autorisé à obtenir ces mesures conformément à la Convention; et
- (b) les autorités compétentes doivent fournir rapidement coopération et assistance au créancier dans la mise en œuvre des mesures conformément aux lois et aux réglementations applicables en matière de sécurité aérienne.
9. Il est interdit d'empêcher ou de retarder la mise en œuvre des mesures permises par la Convention ou le présent Protocole après la date fixée au paragraphe 2.
10. Aucune des obligations du débiteur en vertu du contrat ne peut être modifiée sans le consentement du créancier.
11. Aucune disposition du paragraphe précédent ne peut être interprétée comme portant atteinte au pouvoir, le cas échéant, de l'administrateur d'insolvabilité en vertu de la loi applicable de mettre fin au contrat.
12. Aucun droit et aucune garantie, exception faite des droits et garanties non conventionnels appartenant à une catégorie couverte par une déclaration faite en vertu du paragraphe 1 de l'article 39 de la Convention, ne prennent les garanties inscrites dans les procédures d'insolvabilité.
13. La Convention, telle que modifiée par l'article IX du présent Protocole, s'applique à la mise en œuvre des mesures en vertu du présent article.

Variante B

2. Lorsque survient une situation d'insolvabilité, l'administrateur d'insolvabilité ou le débiteur selon le cas, à la demande du créancier, doit

informer le créancier dans le délai précisé dans une déclaration d'un État contractant faite en vertu du paragraphe 3 de l'article XXX si:

- 10
- (a) il remédiera aux manquements autres que ceux dus à l'ouverture des procédures d'insolvabilité, et s'engagera à exécuter toutes les obligations à venir, conformément au contrat et aux documents y relatifs; ou si
 - (b) il donnera au créancier la possibilité de prendre possession du bien aéronautique conformément à la loi applicable.
3. La loi applicable visée à l'alinéa b) du paragraphe précédent peut autoriser le tribunal à exiger la prise de toute mesure complémentaire ou la production de toute garantie complémentaire.
4. Le créancier doit établir sa créance et justifier de l'inscription de sa garantie internationale.
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5. Lorsque l'administrateur d'insolvabilité ou le débiteur, selon le cas, n'informe pas le créancier conformément au paragraphe 2 ou lorsque l'administrateur d'insolvabilité ou le débiteur a déclaré qu'il fournira au créancier la possibilité de prendre possession du bien aéronautique mais ne le fait pas, le tribunal peut autoriser le créancier à prendre possession du bien aéronautique aux conditions fixées par le tribunal et peut exiger la prise de toute mesure complémentaire ou la production de toute garantie complémentaire.
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6. Le bien aéronautique ne peut être vendu tant qu'un tribunal n'a pas statué sur la créance et la garantie internationale.